

**THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING
WEDNESDAY December 27, 2006**

*******7:30pm*******

Basement of National City Bank- 8123 Main Street

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. ROLL CALL: President Seta J Carson P. Cousins S. Keough
 J Semifero R. Tell D Fisher

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting Minutes- December 11, 2006

Page#1-6

D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5:00 p m Tuesday of the week preceding the meeting, stating name, intent and time requirements (10-minute limit per participant)

None

E. APPROVAL OF AGENDA:

F. PUBLIC HEARINGS

Action on each public hearing will be taken immediately following the close of the hearing

None

G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives

H. COMMUNICATIONS :

None

"This meeting is open to all members of the public under Michigan Open Meetings Act "

www.villageofdexter.org

I. REPORTS:

1. Board and Commission Reports
2. Subcommittee Reports
3. Village Manager Report
4. President's Report

Page#7-25

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

1. Consideration of: Bills & Payroll in the amount of: **\$280,608.21**

Page#27-32

K. OLD BUSINESS- Consideration and Discussion of:

None

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Recommendation from Village Manager to accept employment agreement for Treasurer/Finance Director

Page#33-37

2. Discussion of: Bridge, Underpass, Dam Removal Project documents

Page#39-67

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

O. ADJOURNMENT:

"This meeting is open to all members of the public under Michigan Open Meetings Act "

www.villageofdexter.org

**DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, DECEMBER 11, 2006**

12-21-06

C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Seta in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL:

S. Keough	J. Semifero	J. Carson
D. Fisher	P. Cousins	
J. Seta	R. Tell	

C. APPROVAL OF THE MINUTES

Minutes of the Regular council meeting of November 27, 2006.

Motion Tell, support Semifero to approve the regular Council meeting of November 27, 2006 as corrected: Item G. non-arranged participation speaker's name is Frank Gucker, and under OLD BUSINESS, Item 1- motion by Semifero, support Tell should also say " set a public hearing for 1/8/07."

Ayes: Cousins, Fisher, Keough, Semifero, Tell, Carson.

Nays: Seta

Motion carries

D. PREARRANGED PARTICIPATION

David Amsdill of 20465 Woodbend Dr. Northville, Mi. 48167- comment on Proposed Property Maintenance Ordinance, against maintenance code for many reasons.

E. APPROVAL OF THE AGENDA

Motion Tell, support Keough to approve the agenda as presented.

Ayes: Keough, Semifero, Tell, Carson, Fisher, Cousins, Seta.

Nays: none

Motion carries

F. PUBLIC HEARINGS

None

G. NON-ARRANGED PARTICIPATION:

Dustin Miller representing walk-about-creek, Tami McKiseck representing Walk-about-creek, Danielle Wohls, lives at walk-about-creek, and Phil Seybert, an owner of walk-about-creek, all are not in favor of the property maintenance code for various and sundry reasons.

H. COMMUNICATIONS:

1. Police Services Email-12-01-06
2. WCRC- Dexter-Pinckney Rd 11-30-06
3. HCRC-Monitoring 11-22-06
4. Certificate of Election-Fisher, Carson, Tell
5. MML Legislative Committees-11-17-06

I. REPORTS

1. Community Development Manager-Allison Bishop
2. Board and Commission reports
3. Subcommittee Reports
City Study Packet 12-04-06
4. Village Manager Report
 - i. Mrs. Dettling submits her report as per packet
 - ii. Joint Meeting Agenda- Scio/Village

MOTION: Tell, Support, to move the final meeting of 2006 to Wednesday, December 27, 2006

5. President's Report
 - i. attended PR campaign meeting hosted by Home Builder's Assoc., good meeting, all entities need to speak with one voice

I. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$181,437.27

Motion Fisher, support Keough to approve the consent agenda as presented

Ayes: Tell, Carson, Cousins, Keough, Fisher, Semifero, Seta.

Nays: None

Motion carries

J. OLD BUSINESS-Consideration and Discussion of:

1 Discussion of: ORDINANCE FOR THE ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

a. Q&A Discussion

Motion Cousins, support Fisher to cancel the public hearing for January 8th, 2007 re: the Property maintenance code, cancel the adoption of the maintenance code, and instruct the administration to come up with a plan to inform renters of their rights now existing that protect them

Ayes: Carson, Cousins, Fisher, Seta.

Nays: Keough, Semifero, Tell.

Motion carries

**2. Discussion of: Analysis of the 1981 promulgation of annexation agreement
contact the road commission re: the roads in the 277 acres, and attention thereto.**

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Request from Dexter Area Library for a "land combination"

Motion Tell, support Fisher to approve the request from Dexter Area Library for a "land combination".

Ayes: Cousins, Fisher, Keough, Semifero, Tell, Carson, Seta.

Nays: none

Motion carries

2. Consideration of: Recommendation from Planning Commission to accept the final site plan for the Library.

Motion Carson, support Fisher to approve the recommendation from Planning Commission to accept the final site plan for the Library. (include in the related conditions, " addressing the concerns in the OHM engineering review".)

Ayes: Keough, Semifero, Tell, Carson, Fisher, Cousins, Seta.

Nays: none

Motion carries

3. Consideration of: RESOLUTION REGARDING THE CONDITIONAL TRANSFER OF PROPERTY FROM WEBSTER TOWNSHIP TO THE VILLAGE OF DEXTER PURSUANT TO THE 1997 AGREEMENT FOR CONDITIONAL TRANSFER

Motion Fisher, support Carson to approve the resolution regarding the conditional transfer of property from Webster Township to the Village of Dexter pursuant to the 1977 agreement for conditional transfer.

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Semifero, Seta.

Nays: Tell

Motion carries

4. Consideration of: RESOLUTION FOR THE DEDICATION OF PUBLIC RIGHT-OF-WAYS AND UTILITIES FOR HURON FARMS PHASES 9 AND 10.

Motion Carson, support Keough to adopt the resolution regarding the dedication of public right-of-ways and utilities for Huron Farms phases 9 and 10. (corrections noted by Mr Keough, pgs. 7 and 24 easement for storm sewer, also exclude pgs 39-42, not Huron Farms)

Ayes: Tell, Carson, Cousins, Keough, Fisher, Semifero, Seta.

Nays: none

Motion carries

5. Consideration of: RESOLUTION FOR THE DEDICATION OF PUBLIC Right-of-ways and UTILITIES FOR EATON COURT CONDOMINIUM

Motion Tell, support Keough to adopt the resolution for the dedication of public right-of-ways and utilities for Eaton Court Condominiums.

Ayes: Carson, Cousins, Fisher, Keough, Semifero, Tell, Seta.

Nays: none

Motion carries

6. Consideration of: Accept resignation of Raymond Tell from the Dexter Planning Commission

Motion Carson, support Fisher to accept Raymond Tell's resignation from Planning Commission.

Ayes: Cousins, Fisher, Keough, Semifero, Tell, Carson, Seta.

Nays: none

Motion carries

- 7 Consideration of: Recommendation from Planning commission to accept amendments to Article 21, Site Plan Review and approval of the Dexter Zoning Ordinance.

Motion Tell, support Semifero to approve the recommendation from Planning commission for amendments to Article 21, Site Plan Review and approval of the Dexter Zoning board.

Ayes: Keough, Semifero, Tell, Carson, Fisher, Cousins, Seta

Nays: none

Motion carries

8. Consideration of: Recommendation to award bids- public works building for: misc. steel \$38,280 carpentry \$5,300 plastic laminate \$2,260 doors, frames & hardware \$7,118 glass \$8,090 overhead door \$14,695.

Motion Cousins, support Keough to approve the recommendation to award public bids as described.

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Keough, Seta.

Nays: none

Motion carries

M. COUNCIL COMMENTS

Cousins	no
Tell	no
Semifero	no
Boyle	no
Fisher	no Gordon Hall report, meeting with UMRC Dec 6 th re: development agreement
Carson	presenting to Dexter Township, Webster township, and Scio Township re: door-to-door service
Keough	copy of URS re: cost estimates

N. NON-ARRANGED PARTICIPATION

Scott McDonald of Washtenaw County

here to help as a public servant re: property maintenance code, will help Village anyway he can

Sean Lefere of Norfolk Development thanks Village for a good relationship

O. ADJOURNMENT

Motion Fisher, support Keough to adjourn at 9:44

Unanimous voice vote

Respectfully submitted,

David F. Boyle
Clerk, Village of Dexter

Approved for Filing: December 27, 2006

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council Members
From: Donna Dettling, Village Manager
Date: December 27, 2006
Re: VM Report

- 1 Meeting Review:
 - December 12th – DEQ Meeting in Lansing
 - December 13th – DCS Phase II Nested Jurisdiction
 - December 13th – Dan Whalen, Williams & Works 5th Well
 - December 13th – Facilities Subcommittee
 - December 15th – Pre-Construction Boulder Park II
 - December 19th – Scio/Village Joint Meeting re: 425 Agreement
 - December 20th – Bill Tupper, Sign Quit Claim
2. Bridge Update Documents requested at the last meeting are included in the packet for discussion along with the most recent meeting notes from URS
3. Mill Pond Property Update An executed Quit Claim for the 14 acres owned by Tupper Properties is included with this report. We paid \$2,000 for the appraisal and \$1 for the Quit Claim. The Quit Claim Deed has been recorded. The next step is a survey of the Mill Pond area (map included). The village would then file a legal claim with the Court for ownership. The survey will not include the dam, as the ownership issue remains unresolved. Prior to filing a claim of ownership, village liability for contamination, if any must be defined.
4. S2 Grant 2nd Application. A meeting with the DEQ on 12-12-06 did not change the outcome of the 2nd grant application denial. The planning for the Village Sewer improvement project must be complete before DEQ will support funding for design. The additional planning needed (metering data) will be completed in March, April, and May 2007. This data will be made part of the SRF Project Plan, which will support loan funding for an EQ Basin, design costs, and additional I & I Removal Project (Sewer Main Lining). SRF Program is the preferred funding method for necessary improvements to the Sewer System. However, this will require a comfort level with DEQ's timetable not our own.
5. Motor Carrier Enforcement Update. Sergeant Filipiak provided an email update on Motor Carrier Enforcement. The email is attached to this report.
6. Development Agreement. The Dexter Crossing Development Agreement was requested at the last meeting. A copy of the Agreement is attached to this report.
7. Organizational Meeting. Discuss retreat scheduled for Saturday morning January 20th from 9:00 a.m. to Noon for Council's annual organizational meeting. Schedule conflicts may require a meeting date change. Other options – January 13th, or 27th both Saturdays or possibly the 5th Monday in January the 29th.

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of One Dollar (\$1 00), the receipt and sufficiency which hereby are acknowledged, TUPPER PROPERTIES, LLC, a Michigan limited liability company, of 2500 Bishop Circle East, Dexter, Michigan 48130, hereby **quit claims** to the VILLAGE OF DEXTER, of 8140 Main Street, Dexter, MI 48130, certain property located in the vicinity of Forest Street, in the Village of Dexter, Scio Township, Washtenaw County, State of Michigan, which property is described as:

Commencing at the Northeast corner of Block 18; thence North 64°29' West 181 51 feet; thence South 25°25' West 149 6 feet; thence North 64°38' West 10 09 feet; thence South 20°0' West 20 09 feet; thence North 64°38' West 98 28 feet for a point of beginning; South 0°01'00" West 7 58 feet; thence 11 40 feet along an arc of curve to right, radius of 125 99 feet; chord South 2°36'30" West 11 39 feet; thence South 5°12'00" West 126 51 feet; thence North 47°18' West to 843 feet contour line of Mill Creek; thence Northerly on said contour to a point North 64°38' West from point of beginning; thence South 64°38' East to point of beginning. Part of Block 18 Original Plat and Northwest 1/4 Section 6, Town 2 South, Range 5 East, having 0 11 acres more or less.

Together with any interest in adjacent lands lying west of said property, which lands may be submerged by the waters of Mill Creek Pond.

Together with and subject to highway easements and all other easements and restrictions of record, if any.

Tax Identification Number: HD-08-06-210-048

DATED this 20th day of December 2006.

WITNESSES:

Dorinda Dettling

Name:

Marie A. Sherry

Name:

Tupper Properties, LLC

Willis E. Tupper

by: Willis E. Tupper, Trustee

STATE OF MICHIGAN)

COUNTY OF WASHTENAW)

) ss

The foregoing instrument was acknowledged before me this 20th day of December, 2006 by Willis E. Tupper, who attested that he was authorized to execute the foregoing on behalf of Tupper Properties, LLC.

MARIE A. SHERRY
Notary Public, Washtenaw County, Michigan
My Commission expires November 16, 2007
Acting in Washtenaw County

Marie A. Sherry

Notary Public, _____ County, MI
My Commission Expires: _____

WHEN RECORDED RETURN TO: Village of Dexter, 8140 Main Street, Dexter, MI 48130
DRAFTED BY: Brad Smith, Dykema Gossett PLLC, 2723 South State Street, Suite 400, Ann Arbor, MI 48104.

Appraisal Services of Michigan, Inc.
Residential/Commercial/Industrial Appraising
Plymouth, Michigan 48170
Telephone: 313-980-3559; 734-207-5050

December 15, 2006

Mr. Willis Tupper
Tupper Properties, LLC
2500 Bishop Circle
Dexter, Michigan 48130

Reference: Subject property HD0806210048

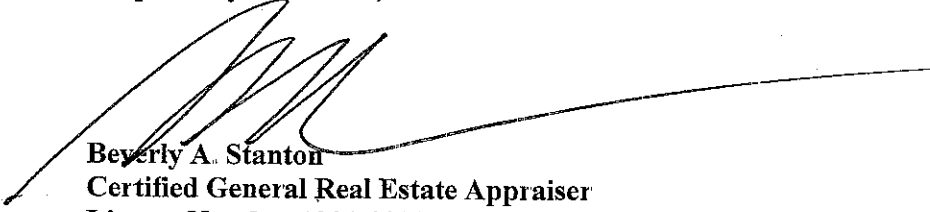
In accordance with your request, I have performed an appraisal report, narrative summary format, of an opinion of market value of the subject site. The fee simple interest has been appraised.

The report consists of land 0.14 acres and no improvements. The purpose of the appraisal is to determine the market value of the subject as a donation to the Village of Dexter. The date of value is the date of inspection, November 20, 2006. The value is \$50,000.

This report has been prepared with the intent of complying with Uniform Standards of Professional Appraisal Practice, but without any examination of title, encroachments, or restrictions that might impair the subject's value.

I have no interest in the property appraised, and the fee is not contingent upon the value reported. I certify that to the best of my knowledge and belief, the statements contained and data upon which the analyses, opinions, and conclusions are based are true and correct.

Respectfully submitted,



Beverly A. Stanton
Certified General Real Estate Appraiser
License Number 1201-000005
Expires 7/31/2008

ownership
asserted

Bedard
HD0806-300-029

13.6 ac
-029

Bates Farm
Condominium
360-800
32.6 ac

Village of Dexter
HD08-06-300-030

-030
11.93
Ac

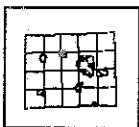
PCS
-029

48.16 Ac
HD 08 06-300-029

Quit Claim
from Tupper

Village
to Survey Area

Location Map



0 340 680

Feet

1 inch equals 414.8 feet

GIS Map Print
Leon Agan Property

Geographic
Information
System

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

NOTE: PARCELS MAY NOT BE TO SCALE

Aerial Date: 4/2002
Date Printed: 07/17/2006

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662

Donna Dettling

From: Brian Filiplik (Sheriff Deputy) [filiplik@ewashtenaw.org]
Sent: Wednesday, December 13, 2006 6:04 AM
To: Donna Dettling; pcousins@villageofdexter.org; dfisher@villageofdexter.org; rtell@villageofdexter.org; jseta@villageofdexter.org; jcarson@villageofdexter.org; jsemifero@villageofdexter.org; skeough@villageofdexter.org
Subject: Village Motor Carrier Enforcement

Hello to all:

A quick update on the motor carrier (trucks) enforcement in the Village. For the month of November and to date in December we have issued overweight fees (fines) of \$20,560.00. Keep in mind the court typically will work with the overweight truck owners and normally the fines are reduced if paid on day of the court hearing and the owners are cooperative. I have seen this to be as much as a 50% reduction.

All violations were from the main street bridge.

Brian

12/13/2006

RECORDED
WASHTENAW COUNTY, MI

Nov 12 9 37 AM '98

PEGGY M. HAINES
COUNTY CLERK/REGISTER

NUMB 308
HISC
9333 0333003 7883 9:35AM 11/12/98
SERF
9333 0333003 7883 9:35AM 11/12/98

DEVELOPMENT AGREEMENT

June 10, 1996

THIS AGREEMENT, made this 10th day of June, 1996, by and between the Village of Dexter, (hereinafter "Village"), and Blackhawk Development Corporation (hereinafter "Developer"), witnesses that:

* 8146 MAIN ST., DEXTER, MI 48130

WHEREAS, the Developer has caused certain land in the Village of Dexter to be surveyed, and mapped as Dexter Crossing (hereinafter "Project") which encompasses 110.66 acres, 14.4 acres to be used for commercial purposes, 4.8 acres to be used for office and professional purposes and the balance to be used for residential purposes (consisting of 262 single family detached lots and 125 attached condominiums) All land is zoned Planned Unit Development, with the indicated areas designated for specific land uses

* 1909 OLD PEAR TREE CT., ANN ARBOR, MI 48103

WHEREAS, the Developer desires to build all on-site infrastructure such as, but not limited to water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs and gutters, without the necessity of special assessments by the Village

WHEREAS, the Village of Dexter has entered into a Settlement Agreement with John Kingsley, Jr., and the terms, conditions and covenants of said Settlement Agreement are hereby incorporated into this Development Agreement by reference and a copy of the Settlement Agreement is attached hereto as Exhibit 10

WHEREAS, the Village desires to insure that all the customary municipal improvements required by the Subdivision Control Act of 1967 as amended, and the pertinent Village ordinance, be properly made that the monuments and lot irons be properly placed in accordance with Section 125(9) of said Act, and that money will be made available by the Developer to insure the installation of all improvements on any segment of a street prior to any building permits being issued for lots which front on said segment of the street not completed.

NOW THEREFORE, in consideration of the mutual covenants between the parties, the parties do hereby agree as follows:

DEFINITIONS:

For the purposes of this agreement, the following terms and phrases shall be defined as described below:

AASHTO: American Association of State Highway Transportation Officials

Area Plan: The development plan as approved by the Village and included as Exhibit 2 of this agreement

Developer: Blackhawk Development Corporation The prior written approval of the Village shall be required for any transfer of a majority interest in the stock, or of control of Blackhawk Development Corporation, from or by Joseph V. Bonar In the event of an assignment or transfer without the required approval of the Village, the Village may, at its option, terminate this Development Agreement, provided, however, that notwithstanding such termination the Developer shall remain responsible for the performance of any of its obligations hereunder that have matured and are unperformed at the time of such termination

Homeowners Association: A group of homeowners who mutually agree to accept a set of regulations governing their property within the association

Michigan Department of Environmental Quality: The state agency assigned the responsibility for the inventory, protection and planning of various State, County, regional and local areas containing natural features deemed significant Also known as MDEQ.

PA
JB

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PA
JB

Parties: The Developer and Village of Dexter, and if more than one person or entity is the Developer or Village of Dexter, the obligation imposed on that party shall be joint and several.

Project: Certain land located in the Village including 110 66 acres as described in Exhibit 1 of this agreement. The land is proposed for development for single family residential detached houses, multiple family residential to be used for attached single family residential condominiums, commercial services, office service uses and open space recreation.

Tap fees: Fees charged for sewer and water connections to the Village of Dexter's public sewer and water systems, including but not limited to, the required plant and transmission lines, for each system, for the benefit of the Developer and the Developer's Project.

Village: The Village of Dexter, Washtenaw County, Michigan

Zoning Ordinance: The Zoning Ordinance adopted by the Village as of the date the Village council approved the area plan (January 22, 1996). All amendments that may be adopted by the Village shall also apply to development of the individual elements of the Project insofar as the amendments will not preclude development of the Project consistent with the terms of this agreement.

I. DEVELOPER'S COMMITMENTS

PROPERTY IDENTIFICATION:

The developer agrees to develop the area of land described in the attached legal description as Exhibit (1) consistent with the approved Area Plan.

AREA PLAN/ZONING REQUIREMENTS:

The developer agrees to develop the project as detailed on the Area Plan dated February 28, 1996 (attached as Exhibit 2) and accepted by the Dexter Village Council on January 22, 1996.

The developer agrees to abide by and adhere to all the applicable Village of Dexter Zoning Ordinances presently enacted with respect to the development and construction of the Project.

The developer agrees to abide by the use classifications delineated in the attached PUD Zoning Overlay as Exhibit 3

The developer agrees to abide by the designation of sidewalks, bike paths, recreation and open space as specified in the attached Area Plan as Exhibit 2.

OPEN SPACE:

The developer agrees to designate approximately 14.45 acres, on a phase by phase basis, (as detailed in the attached Area Plan as Exhibit 2) of land to park and open space. Developer has provided a layout to the Village showing picnic areas and other recreational amenities, (as may be modified by action of the Homeowners Association with approval of Village Council) as well as any walking trails and similar improvement (See Exhibit 4). The Developer will deposit funds specified in Exhibit 4A in an "Open Space and Park Improvements" escrow account with the Treasurer's Office in the form of cash, letter of credit, or escrow agreement payable to the Village of Dexter on a phase by phase basis. The escrow account is based on specifications and estimates developed by the Developer in a letter to the Village attached to this Agreement as Exhibit 4B. The Zoning and Ordinance Officer will authorize the Developer to install plantings and improvements in accordance with good horticultural practices and Village standards and specifications. If plantings and improvements installed by the Developer are found to be acceptable by the Village, then 75% of the escrow amount will be returned to the Developer. The remaining 25% will be returned to the developer one (1) year after acceptance by the Village, less reasonable costs of inspection by the Village. All trees and plantings are to be guaranteed for one (1) year after planting.

It shall be the responsibility of the Developer or Subdivision Homeowners Association to maintain all open space areas in a reasonable manner suitable to the Village, and to assure the continued utility and function of the open space (including drains, storm water detention facilities, and land use buffer areas) and related

improvements. Grass on open lawn areas shall not exceed six (6) inches in height. Hazardous conditions caused by fallen trees and other dangerous circumstances shall be remedied within forty-eight (48) hours by the Developer/Home Owners Association. The Village retains the right to assume maintenance of the open space areas if the Developer/Homeowners Association fails to provide minimum maintenance consistent with these aforementioned standards after a 15 day notice is sent in accordance with the Village of Dexter Nuisance Ordinance number 20.210. Any and all costs (including interest at the rate of 1% over the prime rate established by NBD Bank shall accrue on the amount billed until paid) incurred by the Village in such maintenance and enforcement of these provisions shall be billed to the Developer/Home Owners Association. Until 80 homes are given occupancy permits, the Village will place a lien on undeveloped property or withhold zoning compliance for construction of single family homes, multiple family homes, or commercial developments if maintenance costs are not paid within 6 months of the invoice date.

UTILITIES:

The Developer agrees to pay the costs related to the installation of utilities, pursuant to the terms of this section and the attached Exhibit 5 including any access road necessary to service the lift station. The Village will reimburse Developer for the differential in materials cost to enlarge water mains and fittings along the eastern portion of Dan Hoey Road from 12 inch to 16 inch diameter. The Village will similarly reimburse Developer for the differential in materials cost to enlarge a subsequent water line to 16 inch diameter along the western portion of Dan Hoey Road, if and when such line is laid to service development located on this portion of the subject property. Developer and the Village Engineer shall cooperate in determining placement of the 16 inch water lines along Dan Hoey Road.

In the event the Village determines to extend a water main to the south east along Dexter-Ann Arbor road fronting the subject property, Developer agrees to pay any special assessment arising out of any extension, provided, however, that the subject property shall not be assessed more than \$90,000, in total, for said extension, and provided further that the payment term of any such assessment shall not be less than ten years.

The Developer agrees to install the pump station and a twelve (12") water line concurrent with the commencement of Phase (1) of the Project, as set forth and defined in Exhibit 5 and in the Area Plan attached as Exhibit 2.

The Developer agrees to pay to Dexter tap fees consistent with the schedule of tap fee rates approved by resolution of the Village Council dated May 23, 1988. The May 1988 rates shall remain in effect at least until June 25, 2000 for all construction within the project. Tap fees for residential condominium units shall not exceed the residential rate.

The Developer agrees to install all electric, telephone and other communication systems underground in accordance with the requirements of the applicable utility company.

The Developer agrees to furnish a "project engineer's certificate" and written approval by the Village Engineer for acceptance of the water, sanitary sewer, storm sewer, and water collection/retention if in accordance with the Village "Engineering Design Specifications for Site Improvements", adopted by the Village; furnish "as built" engineering plans (3 copies), showing all site improvements installed per Village specifications. All inspections for water and sewer installations are to be performed by Village engineering inspectors, with applicable fees, furnish "project engineer's certificate", indicating that all soil erosion and sedimentation measures have been complied with, according to Part 91 of Act 451.

The Developer agrees to provide a maximum of 20% slope, or fencing of the retention/detention pond, to service the health, safety and welfare of the public. No part of the detention area shall be allowed to remain in an unkempt condition. All grass and other vegetation shall be maintained and cut to reasonable heights at reasonable intervals; the inlet and outlets are to be kept clear by the Developer. It shall be the responsibility of the Developer or Subdivision/Homeowners Association to maintain the detention/retention ponds and surface storm drains in a manner suitable to the Village. The Village retains the right to assume maintenance of the detention/retention ponds and surface storm drains if the Developer/Homeowners Association fails to provide minimum maintenance consistent with the aforementioned.

standards. Any and all costs (including interest at the rate of 1% over the prime rate established by NBD Bank shall accrue on the amount billed until paid) incurred by the Village in such maintenance and enforcement of these provisions shall be billed to the Developer/Home Owners Association. The Village will place a lien on undeveloped property or withhold zoning compliance for construction of single family homes, multiple family homes, and/or commercial developments if costs are not paid within 6 months of the invoice date. After 80 homes have received Certificates of Occupancy, the Home Owners Association will be responsible for the foregoing maintenance.

The maximum allowable storm water discharge rate will be reviewed by the Village's Engineer for approval. The maximum allowable discharge will be proportioned on the 12.5 c.f.s. capacity of the downstream outlet. The detention basin shall be designed in accord with the standards of the Washtenaw County Drain Commission (100 year storm).

A letter of determination from the MDEQ regarding wetlands conditions on the site is attached hereto as Exhibit 9.

The Developer agrees to dedicate necessary easements to the Village of Dexter for the construction and maintenance of public improvements (water and sanitary).

STREETS:

The Developer agrees to dedicate certain streets to the Village of Dexter; to provide a sign plan and installation of street name signs according to the Michigan Manual of Uniform Traffic Control Devices - latest edition specifications; and to install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public. Roads "A" and "B" shall be signed "no parking-fire lane" on both sides of the road. Road A is the access drive beginning at Dexter-Ann Arbor Road and running south-west along the single-family attached condominiums. Road B is the access drive beginning at Dan Hoey Road and running south, along the west side of the commercial use area and single-family attached condominiums. No direct access shall be permitted on to Roads "A" and "B" from residential lots.

The public roads in this development shall be designed in accord with horizontal and vertical curve requirements of the Washtenaw County Road Commission and/or AASHTO standards will be utilized. The typical cross section and pavement thickness shall be per the Village's engineering standards. The Village's engineer shall inspect the construction of both the private and public roads. The private roads will be built in accord with AASHTO standards.

Roads C, E and F illustrated in Exhibit 2 (named Cambridge Drive, Nottingham Court, and Brentwood Drive respectively) in the residential portion of the Project that abut a residential lot with a frontage of fifty feet (50'-0") shall remain private roads.

It is further agreed that all other roads in the Project shall be dedicated public roads.

The Developer agrees to install a traffic signal to be located at the intersection of Dan Hoey Road and Dexter Ann Arbor Road, Dexter, Michigan. The traffic signal installation shall begin within two years of the date of issuance of the first certificate of occupancy. The cost of the traffic signal shall be borne by the respective parties as follows:

- a. Developer = 1/3
- b. Washtenaw County = 1/3
- c. Dexter = 1/3 less any grant funds secured

Anything to the contrary notwithstanding, the parties agree that the traffic signal shall not be installed unless and until the funds are available from the Village.

The Developer agrees to construct and install deceleration lanes within two years of the date of issuance of the first certificate of occupancy on Dan Hoey Road and Dexter Ann Arbor Road as required pursuant to the approved plans and specifications submitted to and approved by the Village and the Washtenaw County Road Commission standards if required. Site distance requirements shall be based on posted speed limits at the time of construction.

OTHER:

The Developer agrees to install all required lot grading and soil erosion and sedimentation control improvements as set forth on the Construction Plans so that storm water from the subdivision will not flow from the subdivision onto any adjacent owners property developed or undeveloped outside the subdivision or from one lot to another within the subdivision in such amounts as to cause damage to adjacent development, as set forth under the Soil Erosion and Sedimentation Control Act, Part 91 of Act 451.

The Developer agrees to furnish to the Village a statement from the Surveyor that he has caused all of the monuments and lot irons shown on the plat to be located in the ground; or furnish the required financial guarantee that is acceptable to the Village Attorney at the time of signing the Final Plat for the placement of monuments and lot irons, in accordance with Section 125(9) of Public Acts of 1967, Act 288, Subdivision Control Act, and Ordinance #44, Subdivision Regulations Ordinance of the Village of Dexter, prior to the approval of the Final Plat.

The Developer agrees to remove all discarded building materials and rubbish from the Project at least once each month during construction of improvements and within one month of completion or abandonment of construction. No burning of discarded construction material shall be allowed.

The Developer agrees to plant trees in accordance with the following: 2 inch caliper Red Maple, Sugar Maple, Norway Maple, White Ash, Green Ash, Honeylocust, Callery Pear, Japanese Zelkova (Green Vase, or Village Green), and/or Red Oak consistent with the attached Area Plan, on a phase by phase basis. All trees shall be guaranteed for one (1) year after planting. Prior to a certificate of occupancy being issued by the Village for a house, that house must have a tree planted in front of it.

The Developer agrees to provide a landscaped buffer area, consistent with the attached Area Plan, between all residential and non-residential land uses. All landscaping in buffer areas on a lot for a single family home and related open space adjacent and contiguous with each single family home shall also be installed, prior to issuance of a certificate of occupancy for the home. Due to inclement weather or seasonal conditions, the Village may agree to accept a financial guarantee to assure installation of landscaping materials.

The Developer agrees to furnish the Village cash, irrevocable bank Letter of Credit, or Escrow Agreement in an amount to be determined by the Developer and approved by the Village Engineer, for installation of all roads and underground improvements such as, but not limited to, water mains, sanitary sewers, storm sewers, retention ponds and any other site improvements required by the Village, on a Phase by Phase basis. The Village Attorney shall approve as to form the Letter of Credit or Escrow Agreement. Final zoning compliance will be issued upon completion of sidewalks, bike paths, and streetlights in addition to other regulations as they apply. The improvements listed in this section are illustrated on Appendix (1) to be developed by the parties and thereafter attached to this Agreement.

The Developer agrees to dedicate all necessary easements to the Village of Dexter for the construction and maintenance of public improvements (water, sanitary, and storm sewers, roads, street lights, and utilities).

The Developer agrees to pay, when due, all taxes and special assessment payments for lots that are not sold.

The Developer has provided a complete cost/benefit analysis prepared to Village specifications. All costs and benefits associated with the development of the Project are identified in Exhibit (7).

The Developer agrees to provide a Commercial Market Study to demonstrate to the satisfaction of the Village Council that a market demand exists for the commercial floor space indicated on the PUD's commercial sites. It is the intent of the Commercial Market Study to determine that an adequate demand exists for the commercial floor space proposed to be constructed so that the Village is not blighted with vacant commercial store fronts in the new or in existing commercial areas. As an alternative to preparation of the Commercial Market Study, the developer may construct a commercial retail and commercial services center on the site to a size not to exceed one hundred and ten (110%) percent of the leased floor area. In exercising this option, the developer must provide the Village the name and amount of space of each business occupying the commercial center at the time of application for the building permit for the commercial center. Also if a portion of the commercial area is sold to a third party for their own use, they may build on that lot, for example, sale of outlot to a bank. The minimum lease agreement shall be 2 years.

The Developer agrees that this Agreement cannot be transferred to another person, firm or development company unless agreed to by the Village Council of the Village of Dexter.

The Developer agrees to provide the Village of Dexter the Homeowners Association covenants for review prior to recording. If the Homeowners Association ceases to exist the Village of Dexter will form a Special Assessment District to properly maintain openspace, detention/retention areas, surface storm drains, and private streets. The Developer promises that it will support any effort by the Village, irrespective of when such effort is initiated, to declare the necessity of a special tax assessment to support the maintenance of common areas, to be imposed in the event the Homeowners Association ceases to exist.

The Developer agrees to deposit with the Homeowners Association \$2,000.00 for each phase of the Development dedicated to the maintenance of surface drainage facilities. The commercial and office properties will share in the cost of maintaining the utilities and drainage facilities on a pro rata basis.

The Developer agrees to complete construction of public and private roads and utilities for each phase as illustrated on the approved plat prior to issuance of zoning compliance.

The Developer agrees not to finalize sales agreements until Final Plat approval from Village Council per the Village of Dexter Subdivision Regulations Ordinance adopted December 22, 1980.

The Developer hereby agrees to defend, indemnify and hold the Village harmless from and against all claims, demands, liabilities, damages, causes of action, suits, judgments, costs or expenses (including the attorney's fees of counsel for the Village) arising out of any alleged negligent act(s) by Developer concerning the Project. In the event any legal action or administrative proceeding is brought against the Village by reason of any such claim, the village shall be entitled to retain counsel of its choice. Developer shall not defend, indemnify, or hold the Village harmless from claims, demands, liabilities, damages, causes of action, suits, judgments, costs or expenses (including attorney's fees) arising out of the Village's own negligence, its failure to perform contractual obligations, or violations of local, state or federal law.

II. VILLAGE OF DEXTER COMMITMENTS:

The Village agrees to accept all easements for public utilities except surface drainage easements which are the responsibility of the homeowners association. The Village agrees to accept continued maintenance to the pump station after acceptance by the Village.

The Village agrees to provide timely and reasonable Village inspections as may be required during construction.

The Village agrees to cooperate in recordation of this Agreement with the Washtenaw County Register of Deeds.

III. JOINT RESPONSIBILITIES:

BINDING EFFECT The covenants, agreements, terms provisions and conditions of this Agreement shall bind and benefit the several respective representatives, successors and assigns of the parties hereto

SEVERABILITY The unenforceability, invalidity, or illegality of any provision of this Agreement, shall not render the other provisions of this Agreement unenforceable, illegal or invalid.

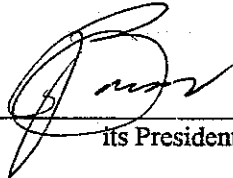
WHOLE AGREEMENT This Agreement contains all of the agreements of the parties and cannot be amended or modified except by the mutual consent of the parties in writing.

IN WITNESS WHEREOF, the parties have set their hands and seals the day first above written. This Agreement is not intended to create contractual right for third parties. It may be enforced, amended or rescinded only by the parties or their successors in interest. The obligation of the Developer contained herein shall be binding on successors and assigns in ownership of the parcel described in the attached Exhibit 2.

Witnesses:

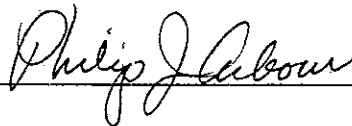
BLACKHAWK DEVELOPMENT CORPORATION,
DEVELOPER
1909 Old Pear Tree Court
Ann Arbor, MI 48103

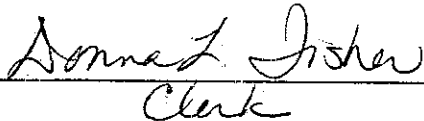
By: _____


its President

VILLAGE OF DEXTER

By: _____




Clerk

Approved as to Substance:

VILLAGE OF DEXTER

STATE OF MICHIGAN)
)SS
County of Washtenaw)

On this 17th day of June, 19 96, before me personally appeared _____, and _____, of the Village of Dexter, to me known to be the persons who executed this foregoing instrument, and to me known to be such Village of Dexter and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Village of Dexter by its authority.

Janet C. Karvel
Notary Public
Washtenaw County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
)SS
County of Washtenaw

On this 17th day of June, 19 96, before me personally appeared Joseph V. Boner, Developer, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as his free act and deed.

Janet C. Karvel
Notary Public
Washtenaw County, Michigan
My Commission Expires: _____

JANET C KARVEL NOTARY PUBLIC STATE OF MICHIGAN WASHTENAW COUNTY MY COMMISSION EXP. JUNE 26, 2000

EXHIBITS

- Exhibit 1: Legal Description
- Exhibit 2: Planned Unit Development Area Plan dated February 28, 1996
- Exhibit 3: Planned Unit Development Zoning Overlay
- Exhibit 4: Open Space Plan
- Exhibit 4A: Open Space Escrow Account
- Exhibit 4B: Open Space Specifications and Estimates
- Exhibit 5: Off site and On site Infrastructure Installation
- Exhibit 6: Water and Sewer Tapping Fees Resolution
- Exhibit 7: Cost/Benefit Analysis
- Exhibit 8: Commercial Development Letter
- Exhibit 9: Michigan Department of Environmental Quality Letter of Determination Regarding Wetlands Conditions on the Site
- Exhibit 10: Stipulation in Settlement

PA
J3

LEGAL DESCRIPTION OF LAND

110.66 ACRE PARCEL

A 110.66 acre parcel in the W 1/2 of Section 8,
T2S, R5E, Scio Township, Washtenaw County,
Michigan described as: COMMENCING at the N
Corner of said Section 8; thence S 00° 31' 02" E
610.01 feet along the N & S 1/4 Line of said
Section 8 to the POINT OF BEGINNING;
thence S 00° 31' 02" E 2051.54 feet along the said
N & S 1/4 Line to the Center of said Section
8; thence S 88° 35' 49" W 1355.50 feet; thence
S 88° 35' 49" W 539.68 feet along the E & W
1/4 Line of said Section 8; thence N 00° 09' 22" W
2668.44 feet along the East Line of
Dexter Business and Research Park as recorded in
Liber 26 of Plats, Page 29 - 36, W.C.R.;
thence N 88° 47' 51" E 1199.48 feet along the
North Line of said Section 8 and the Centerline
of Dan Hoey Road; thence S 48° 57' 06" E
907.18 feet along the Centerline of Dexter-Ann
Arbor Road to the POINT OF BEGINNING, being
subject to the rights of the public over the
Northeasterly thirty-three (33) feet thereof for
Dexter-Ann Arbor Road, and subject to the rights
of the public over that part thereof for Dan Hoey
Road as recorded in Liber 2416, Pages 623 and
624, Washtenaw County Records, and subject to the
Angus & Hawks and Jackson-Ann Arbor
Railway as recorded in Liber 154, Page 327,
Washtenaw County Records, and subject to a
Michigan Bell Telephone Company Easement as
recorded in Liber 1325, Page 319, and Liber
411, Page 197, Washtenaw County Records, and
subject to easements and restrictions of record,
if any

PA
03

DEXTER CROSSING
P.U.D.

MIXED USE
DEVELOPMENT

COMMERCIAL USES:
RETAIL
PROFESSIONAL/OFFICE

RESIDENTIAL USES:
SINGLE-FAMILY
DETACHED UNITS
MULTI-FAMILY
CONDOMINIUM

Exhibit 2: Planned Unit Development Area Plan

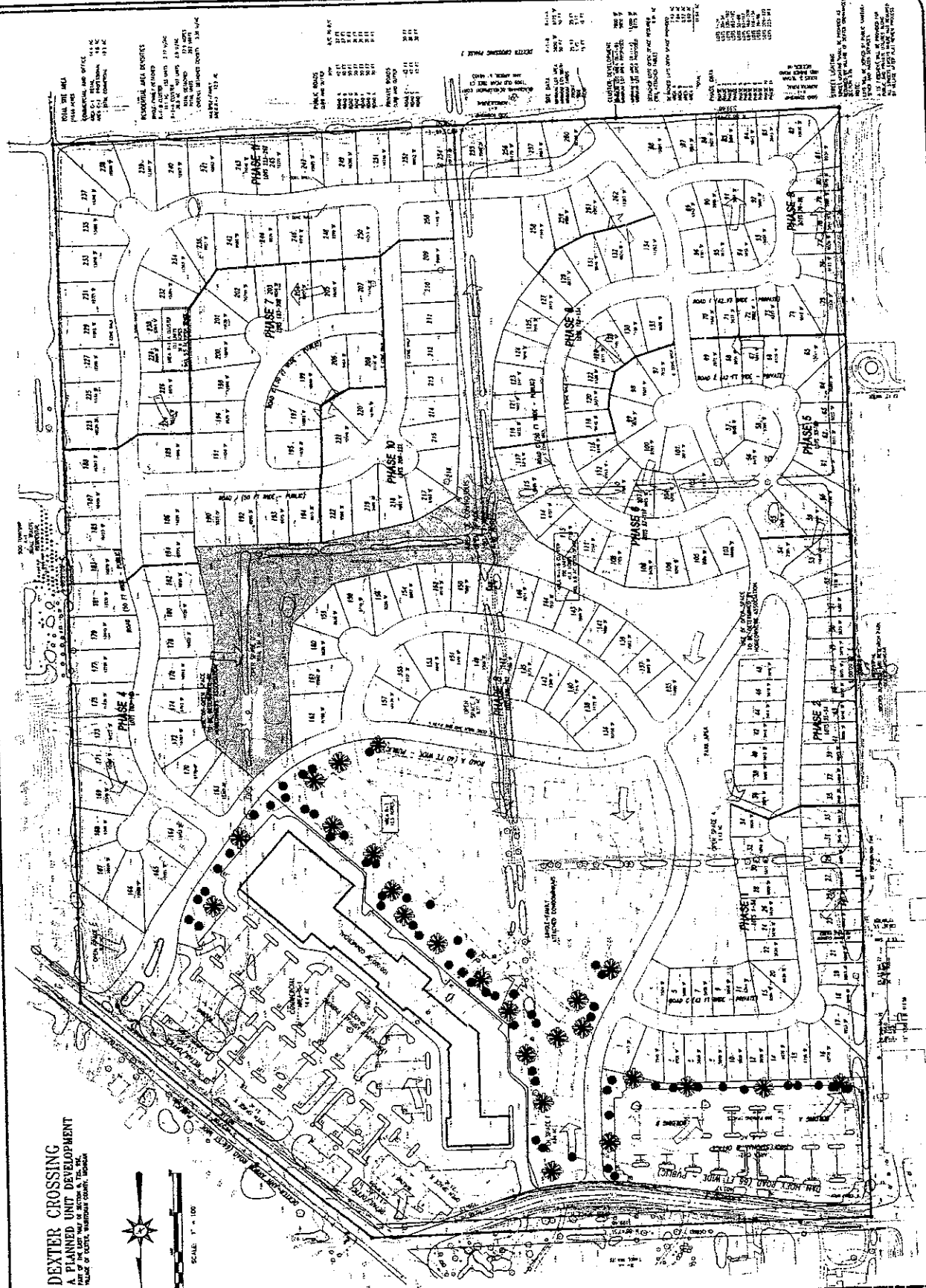
DEVELOPER:
BAYVIEW DEVELOPMENT
CORPORATION
1000 OLD PEAR HILL CT
ANN ARBOR, MI 48103
313/741-1222

ENGINEER:
FRONTIER TECHNOLOGIES
CORPORATION
5000 HURON, MI 48106
313/750-0800
FAX 313/750-1499

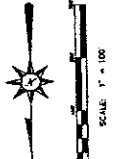
REVISION: 02
DRAWN BY: KJ
CHECKED BY: BWS
DATE: 12 JAN 1995

PROJECT NO:
EXHIBIT 2
AREA PLAN

BY: KJ
DATE: 12 JAN 1995
SHEET NO: 1
OF 1



DEXTER CROSSING
A PLANNED UNIT DEVELOPMENT
IN THE CITY OF ANN ARBOR, MI
SAYLOR TOWNSHIP, ANN ARBOR, MI



INER3807 PUE0114

Exhibit 3: Planned Unit Development Zoning Overlay



ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 03-01-2001 BY 60322

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SUMMARY OF BILLS AND PAYROLL

12-27-06

J-1

27-Dec-06

Payroll Check Register	12/20/06	\$32,518.18	Bi-weekly payroll processing
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\$32,518.18 GROSS PAYROLL TOTAL

Account Payable Check Register	12/27/06	\$248,090.03	
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\$280,608.21 TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS

Summary Items from Bills & Payroll

Amount

Comments

**ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS
DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED**

"This is the summary report that will be provided with each packet Approval of the total bills and payroll expended, all funds will be necessary."

VENDOR APPROVAL SUMMARY REPORT

Date: 12/19/2006

Time: 4:32pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
A.R. BROUWER	A.R. BROUW	DPW FACILITY	149,493.00	0.00
AT&T	AI&I	426-1425-2430	38.68	0.00
BENEDICI'S SERVICE INC.	BENED	VAC LIFE STATION @ DEXTER CROSS	4,062.50	0.00
BLOOM ROOFING SYSTEMS	BLOOM	SERVICE CALL	245.00	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	COVERAGE PERIOD 01/1-01/31/07	19,797.81	0.00
BURKE RENTAL, INC.	BURKE EQUI	11/20/2006	1,010.63	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORI	STORMWATER PHASE II	1,252.50	0.00
DENTAL NETWORK OF AMERICA	DENTAL NEI	COVERAGE PERIOD 01/01-01/31/06	233.40	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	OFFICE SUPPLIES	19.06	0.00
DEXTER PHARMACY	DEX PHARMA	SHIPPING	33.96	0.00
DTE ENERGY	DET EDISON	2949 542 0005 0	675.76	0.00
DTE ENERGY-STREET LIGHTING	DTE ENERGY	ITEM 12526	4,433.95	0.00
DYKEMA GOSSETT PLLC	DYKEMA	LEGAL FEES	67.50	0.00
EASTERN MICHIGAN UNIVERSITY	EASTERN MI	WINTER 2007	820.00	0.00
GADALETO, RAMSBY & ASSOCIATES	FORI DEARB	COVERAGE PERIOD 01/01-02/01/07	287.50	0.00
KENCO, INC	COUNIRY MA	CALGON	28.34	0.00
KLAPPERICH WELDING	KLAPPERICH	LEAF MACHINE	35.00	0.00
LOWE'S BUSINESS ACCOUNT	LOWE S	LATE CHARGE	30.97	0.00
MARK HANSELMAN, DDS	HANSELMAN	PATIENT: ALLISON BISHOP	77.00	0.00
MAV DEVELOPMENT COMPANY	MAV	INSPECTION ESCROW REFUND	16,000.00	0.00
MEI NORTHEY CO	MEL	PARK BENCH	617.00	0.00
MIDWESTERN CONSULTING	MIDWEST	TASK 00700	3,032.70	0.00
MILLER, CANFIELD, PADDOCK &	MILLER CAN	CLIENT MATTER 022911/00019	4,781.35	0.00
MORTON SALT	MORTON SAL	SALT	1,768.05	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	CELLULAR SERVICE	416.38	0.00
NORTH CENTRAL LABORATORIES	NORTH CENT	lab supplies	129.92	0.00
RONALD A. MEYER ELECTRIC, INC	RON MEYER	MONUMENT PARK	1,230.00	0.00
SPEARS FIRE & SAFETY SERVICES	SPEARS FIR	NOZZLE	82.00	0.00
THOMAS L STRINGER	SIRINGER	LEGAL FEES	875.50	0.00
TYLER TECHNOLOGIES	TYLER	UB UPGRADE	719.00	0.00
UIS PROGRAMMABLE SERVICES INC	UIS PROGRA	SERVICES RENDERED	824.00	0.00
UNIQUE PAVING MATERIALS	UN	ORD. 1010493	501.17	0.00
VARNUM, RIDDERING, SCHMIDI	VARNUM, RI	MATTER 108342	439.20	0.00
WASHIENAW COUNTY SOIL EROSION	SOIL EROSI	BARE ROUGH GRADE	325.00	0.00
WASTE MANAGEMENT	WASTE MANA	COMMERCIAL SERVICE	33,706.20	0.00
Grand Total:			248,090.03	0.00

INVOICE APPROVAL LIST BY FUND

Date: 12/19/2006

Time: 4:34pm

Page: 1

Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	
	Account	Abbrev	Invoice Description	Number	Number	Date	Amount
Fund: General Fund							
Dept: Village Council							
101-101 000-802 000	Profession		MILLER, CANFIELD, PADDOCK & CLIENT MATTER 022911/00019	0	870775	12/19/2006	1,650 00
Total Village Council							1,650 00
Dept: Village Manager							
101-172 000-721 000	Health & I		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 01/1-01/31/07	0	063420001519	12/19/2006	1,082.08
101-172 000-721 000	Health & I		DENTAL NETWORK OF AMERICA COVERAGE PERIOD 01/01-01/31/06	0	121145	12/19/2006	116.70
101-172 000-721 000	Health & L		GADALETO, RAMSBY & ASSOCIATES COVERAGE PERIOD 01/01-02/01/07	0	12/19/06	12/19/2006	50.00
101-172 000-960 000	Education		EASTERN MICHIGAN UNIVERSITY WINIER 2007	0	26361	12/19/2006	820.00
101-172 000-977 000	Equipment		LOWE'S BUSINESS ACCOUNT LATE CHARGE	0	12/19/06	12/19/2006	30.97
Total Village Manager							2,099.75
Dept: Finance Department							
101-201 000-802 000	Profession		TYLER IECHNOLOGIES POSITIVE PAY	0	9941	12/19/2006	250 00
101-201 000-802 000	Profession		TYLER TECHNOLOGIES UB UPGRADE	0	9943	12/19/2006	375 00
Total Finance Department							625 00
Dept: Attorney							
101-210 000-810 000	Attorney F		DYKEMA GOSSEII PLLC LEGAL FEES	0	1132879	12/19/2006	67.50
101-210 000-810 000	Attorney F		THOMAS L STRINGER LEGAL FEES	0	12/19/06	12/19/2006	680.00
101-210 000-810 000	Attorney F		VARNUM, RIDDERING, SCHMIDT MATTER 108342	0	717243	12/19/2006	439.20
Total Attorney							1,186.70
Dept: Village Treasurer							
101-253 000-721 000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 01/1-01/31/07	0	063420001519	12/19/2006	1,082.08
101-253 000-721 000	Health & L		GADALETO, RAMSBY & ASSOCIATES COVERAGE PERIOD 01/01-02/01/07	0	12/19/06	12/19/2006	12.50
Total Village Treasurer							1,094.58
Dept: Buildings & Grounds							
101-265 000-727 000	Office Sup		DEXTER CARDS & GIFTS SHOP OFFICE SUPPLIES	0	1009	12/19/2006	19.06
101-265 000-920 000	Utilities		DTE ENERGY 2949 542 0005 0	0		12/19/2006	637.52
101-265 000-920 001	Telephones		NEXTEL COMMUNICATIONS CELLULAR SERVICE	0	SERVICE PERIOD 11/7-12/6/06	12/19/2006	122.45
101-265 000-936 000	Equip Serv		TYLER TECHNOLOGIES UB UPGRADE	0	9944	12/19/2006	94.00
Total Buildings & Grounds							873.03
Dept: Village Tree Program							
101-285 000-803 000	Contracted		MIDWESTERN CONSULTING TASK 00600	0	03088A-38	12/19/2006	2,270.40
Total Village Tree Program							2,270.40
Dept: Fire Department							
101-336 000-721 000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 01/1-01/31/07	0	063420001519	12/19/2006	7,252.72
101-336 000-721 000	Health & L		GADALETO, RAMSBY & ASSOCIATES COVERAGE PERIOD 01/01-02/01/07	0	12/19/06	12/19/2006	87.50
Total Fire Department							7,340.22
Dept: Planning Department							
101-400 000-721 000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 01/1-01/31/07	0	063420001519	12/19/2006	952.29
101-400 000-721 000	Health & I		GADALETO, RAMSBY & ASSOCIATES COVERAGE PERIOD 01/01-02/01/07	0	12/19/06	12/19/2006	12.50
101-400 000-721 000	Health & I		MARK HANSELMAN, DDS PATIENT: ALLISON BISHOP	0	12/19/06	12/19/2006	77.00

INVOICE APPROVAL LIST BY FUND

Date: 12/19/2006

Time: 4:34pm

Page: 2

Village of Dexter

Fund						
Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund						
Dept: Planning Department						
101-400.000-802.000	Profession	CARLISIE-WORIMAN ASSOCIATES	0		12/19/2006	120.00
		GENERAL CONSULTATION		261289		
101-400.000-802.000	Profession	CARLISIE-WORIMAN ASSOCIATES	0		12/19/2006	390.00
		RETAINER SERVICES		261288		
101-400.000-802.000	Profession	THOMAS L STRINGER	0		12/19/2006	195.50
		LEGAL FEES		12/19/06		
Total Planning Department						1,747.29
Dept: Department of Public Works						
101-441.000-721.000	Health & I	BLUE CARE NETWORK OF MICHIGAN	0		12/19/2006	670.89
		COVERAGE PERIOD 01/1-01/31/07		063420001519		
101-441.000-721.000	Health & I	DENTAL NETWORK OF AMERICA	0		12/19/2006	116.70
		COVERAGE PERIOD 01/01-01/31/06		121145		
101-441.000-721.000	Health & I	GADALETO, RAMSBY & ASSOCIATES	0		12/19/2006	15.50
		COVERAGE PERIOD 01/01-02/01/07		12/19/06		
101-441.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		12/19/2006	122.45
		CELLULAR SERVICE		SERVICE PERIOD 11/7-12/6/06		
Total Department of Public Works						925.54
Dept: Downtown Public Works						
101-442.000-802.000	Profession	RONALD A. MEYER ELECTRIC, INC	0		12/19/2006	1,230.00
		MONUMENT PARK		9498		
Total Downtown Public Works						1,230.00
Dept: Storm Water						
101-445.000-802.000	Profession	CARLISIE-WORMAN ASSOCIATES	0		12/19/2006	120.00
		STORMWATER PHASE II		261292		
Total Storm Water						120.00
Dept: Municipal Street Lights						
101-448.000-920.003	St Lights	DIE ENERGY-SIREEI LIGHTING	0		12/19/2006	1,608.29
		ITEM 12528		4476112		
101-448.000-920.003	St Lights	DIE ENERGY-SIREEI LIGHTING	0		12/19/2006	244.37
		ITEM 12529		4475908		
101-448.000-920.003	St Lights	DIE ENERGY-SIREEI LIGHTING	0		12/19/2006	2,581.29
		ITEM 12526		4475982		
Total Municipal Street Lights						4,433.95
Dept: Solid Waste						
101-528.000-740.000	Operating	BURKE RENIAL, INC.	0		12/19/2006	1,010.63
		11/20/2006		0254479		
101-528.000-740.000	Operating	KLAPPERICH WEIDING	0		12/19/2006	35.00
		LEAF MACHINE		007841		
101-528.000-805.000	Solid Waste	WASTE MANAGEMENT	0		12/19/2006	16,196.58
		RESIDENTIAL SERVICE		1436447		
101-528.000-805.000	Solid Waste	WASTE MANAGEMENT	0		12/19/2006	17,509.62
		COMMERCIAL SERVICE		1262508		
Total Solid Waste						34,751.83
Dept: Parks & Recreation						
101-751.000-721.000	Health & I	BLUE CARE NETWORK OF MICHIGAN	0		12/19/2006	108.21
		COVERAGE PERIOD 01/1-01/31/07		063420001519		
101-751.000-721.000	Health & I	GADALETO, RAMSBY & ASSOCIATES	0		12/19/2006	2.50
		COVERAGE PERIOD 01/01-02/01/07		12/19/06		
Total Parks & Recreation						110.71
Dept: Insurance & Bonds						
101-851.000-721.001	Retiree He	BLUE CARE NETWORK OF MICHIGAN	0		12/19/2006	2,033.87
		COVERAGE PERIOD 01/1-01/31/07		063420001519		
Total Insurance & Bonds						2,033.87
Fund Total						62,492.87
Fund: Major Streets Fund						
Dept: Contracted Road Construction						
202-451.000-803.000	Contracted	BENEDICT'S SERVICE INC.	0		12/19/2006	1,912.50
		VAC CATCH BASIN @ DAN HOEY		12/19/06		
Total Contracted Road Construction						1,912.50

INVOICE APPROVAL LIST BY FUND

Date: 12/19/2006

Time: 4:34pm

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Village of Dexter

Fund	GL Number	Vendor Name	Check	Invoice	Due	Amount
Department	Abbrev	Invoice Description	Number	Number	Date	
Account						
Fund: Major Streets Fund						
Dept: Routine Maintenance						
202-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 01/1-01/31/07	0	063420001519	12/19/2006	562.68
202-463.000-721.000	Health & I	GADALETO, RAMSBY & ASSOCIATES COVERAGE PERIOD 01/01-02/01/07	0	12/19/06	12/19/2006	13.00
202-463.000-740.000	Operating	UNIQUE PAVING MATERIALS ORD. 1010493	0	170158	12/19/2006	250.59
Total Routine Maintenance						826.27
Dept: Traffic Services						
202-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 01/1-01/31/07	0	063420001519	12/19/2006	173.13
202-474.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE PERIOD 01/01-02/01/07	0	12/19/06	12/19/2006	4.00
202-474.000-802.000	Profession	MIDWESTERN CONSULTING TASK 00700	0		12/19/2006	762.30
Total Traffic Services						939.43
Dept: Winter Maintenance						
202-478.000-721.000	Health & I	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 01/1-01/31/07	0	063420001519	12/19/2006	346.27
202-478.000-721.000	Health & I	GADALETO, RAMSBY & ASSOCIATES COVERAGE PERIOD 01/01-02/01/07	0	12/19/06	12/19/2006	8.00
202-478.000-740.000	Operating	MORTON SALT SALT	0	142821	12/19/2006	1,768.05
Total Winter Maintenance						2,122.32
Fund Total						5,800.52
Fund: Local Streets Fund						
Dept: Routine Maintenance						
203-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 01/1-01/31/07	0	063420001519	12/19/2006	173.13
203-463.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE PERIOD 01/01-02/01/07	0	12/19/06	12/19/2006	4.00
203-463.000-740.000	Operating	UNIQUE PAVING MATERIALS ORD. 1010493	0	170158	12/19/2006	250.58
Total Routine Maintenance						427.71
Dept: Traffic Services						
203-474.000-721.000	Health & I	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 01/1-01/31/07	0	063420001519	12/19/2006	43.28
203-474.000-721.000	Health & I	GADALETO, RAMSBY & ASSOCIATES COVERAGE PERIOD 01/01-02/01/07	0	12/19/06	12/19/2006	1.00
Total Traffic Services						44.28
Dept: Winter Maintenance						
203-478.000-721.000	Health & I	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 01/1-01/31/07	0	063420001519	12/19/2006	86.57
203-478.000-721.000	Health & I	GADALETO, RAMSBY & ASSOCIATES COVERAGE PERIOD 01/01-02/01/07	0	12/19/06	12/19/2006	2.00
Total Winter Maintenance						88.57
Fund Total						560.56
Fund: Special Projects Fund						
Dept: DPW Building						
401-902.000-974.006	DPW Constr	A.R. BROUWER DPW FACILITY	0	1330	12/19/2006	149,493.00
401-902.000-974.006	DPW Constr	WASHIENAW COUNTY SOIL EROSION BARE ROUGH GRADE	0	0600346-121306	12/19/2006	325.00
Total DPW Building						149,818.00
Fund Total						149,818.00

Fund: Sewer Enterprise Fund
Dept: Sewer Utilities Department

INVOICE APPROVAL LIST BY FUND

Date: 12/19/2006

Time: 4:34pm

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Village of Dexter

Fund	Department	GI Number	Vendor Name	Check	Invoice	Due	
Account	Abbrev	Invoice Description	Number	Number	Date	Amount	
Fund: Sewer Enterprise Fund							
Dept: Sewer Utilities Department							
590-548 000-721 000	Health & I	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 01/1-01/31/07	0	063420001519	12/19/2006	4,184.49	
590-548 000-721 000	Health & I	GADALETO, RAMSBY & ASSOCIATES COVERAGE PERIOD 01/01-02/01/07	0	12/19/06	12/19/2006	45.00	
590-548 000-743 000	Chem Lab	KENCO, INC CALGON	0	100591	12/19/2006	28.34	
590-548 000-743 000	Chem Lab	NORTH CENTRAL LABORATORIES lab supplies	0	210338	12/19/2006	129.92	
590-548 000-802 000	Profession	BENEDICT'S SERVICE INC. HYDRO JET MAIN SANITARY SEWER	0		12/19/2006	750.00	
590-548 000-802 000	Profession	BENEDICT'S SERVICE INC. CLEANED SANITARY SEWER	0		12/19/2006	500.00	
590-548 000-802 000	Profession	BENEDICT'S SERVICE INC. VAC LIFT STATION @ DEXTER CROSS	0		12/19/2006	900.00	
590-548 000-802 000	Profession	SPEARS FIRE & SAFETY SERVICES NOZZLE	0	600169	12/19/2006	82.00	
590-548 000-824 000	Testing &	DEXTER PHARMACY SHIPPING	0	12/19/06	12/19/2006	33.96	
590-548 000-920 001	Telephones	AT&T 426-1425-2430	0	12/19/06	12/19/2006	38.68	
590-548 000-920 001	Telephones	NEXTEL COMMUNICATIONS CELLULAR SERVICE	0	SERVICE PERIOD 11/7-12/6/06	12/19/2006	97.96	
590-548 000-935 000	Bldg Maint	BLOOM ROOFING SYSTEMS SERVICE CALL	0	22904	12/19/2006	245.00	
Total Sewer Utilities Department						7,035.35	
Fund Total						7,035.35	
Fund: Water Enterprise Fund							
Dept: Water Utilities Department							
591-556 000-721 000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 01/1-01/31/07	0	063420001519	12/19/2006	1,046.12	
591-556 000-721 000	Health & I	GADALETO, RAMSBY & ASSOCIATES COVERAGE PERIOD 01/01-02/01/07	0	12/19/06	12/19/2006	30.00	
591-556 000-802 000	Profession	UIS PROGRAMMABLE SERVICES INC SERVICES RENDERED	0	53030050	12/19/2006	824.00	
591-556 000-920 000	Utilities	DTE ENERGY 3219 953 0008 4	0	12/19/06	12/19/2006	38.24	
591-556 000-920 001	Telephones	NEXTEL COMMUNICATIONS CELLULAR SERVICE	0	SERVICE PERIOD 11/7-12/6/06	12/19/2006	73.52	
Total Water Utilities Department						2,011.88	
Fund Total						2,011.88	
Fund: Trust & Agency Fund							
Dept: Assets, Liabilities & Revenue							
701-000 000-253 000	Insp Depos	MEI NORIHEY CO PARK BENCH	0	61770	12/19/2006	617.00	
701-000 000-253 028	Boulder Pa	MAV DEVELOPMENT COMPANY INSPECTION ESCROW REFUND	0	12/19/06	12/19/2006	16,000.00	
701-000 000-253 042	Slone Farm	CARLISLE-WORTHMAN ASSOCIATES PUD COMPARISON	0	261293	12/19/2006	520.00	
701-000 000-253 042	Slone Farm	MILLER, CANFIELD, PADDOCK & CLIENT MATTER 022911/00019	0	870775	12/19/2006	3,131.35	
701-000 000-253 048	Dexter Ret	CARLISLE-WORTHMAN ASSOCIATES DEVELOPMENT REVIEWS	0	261291	12/19/2006	102.50	
Total Assets, Liabilities & Revenue						20,370.85	
Fund Total						20,370.85	
Grand Total						248,090.03	

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303 Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: December 27, 2006
Re: Employment Agreement "Treasurer/Finance Director"

ITEM

L-1

Attached is an Employment Agreement for the Treasurer/Finance Director position. I am recommending a 3% merit increase and a 2.5% adjustment for MERS. An explanation is included below. A sick time accrual from 10 days to 12 days per year is recommended to bring Marie in-line with the other non-bargaining unit employees.

The **3% merit increase** is for satisfactory performance during the past year of all essential duties and responsibilities of the Treasurer/Finance Director. However, the merit adjustment is primarily intended to reward Ms. Sherry for accomplishment of objectives that were set for this review period 12/2005 through 12/2006. Listed below are the objectives sufficiently achieved during the review period:

1. Manage transition issues for new fiscal year, 16-month budget.
2. Work with Financial Model for budget process, labor negotiations.
3. Work with Financial Analyst to develop and implement recommendations for water and sewer rate increase for future financial stability of the water and sewer fund.
4. Execute amended 2005/06 budget to come in at or below expense.
5. Close monthly transactions by end of following month.
6. North East Sewer Bond repayment analysis and resolution.
7. Reconcile Ann Arbor Street Bond, bring closure to matter.
8. Bring payment of taxes on-line, with credit card payment for 7-1-06 collections.

The items listed below were established for next review period, as well as continuation of several objectives from above.

1. Continue to work with Financial Model, use it more frequently with Council for long-range financial planning sessions.
2. Develop a plan to carve out DAFD from Village's MERS group.
3. Written procedure for closing the register.
4. Monitor Bond Fund 401 and cash flow from \$1.7 million bond.
5. Improve the Village's score on our Web Site.
6. Direct debit and credit card payment for utility bills.
7. Develop procedure for collection of delinquent personal property.

The **2.5% adjustment for MERS** is being recommended because last December Marie received a 3% increase and in March of 2006 the MERS contribution reduced that increase to 1.42%. I would like to adjust her back up by the 1.58% MERS contribution from last year as well as the adjustment for the coming July contribution, another .77% for a total of 2.5% rounded. This will be the last time MERS contributions will affect adjustments for non-bargaining employees, as the maximum employee MERS contribution is 4%.

If needed, performance appraisal documents for this employee are available for review by Council. Marie requested that discussion of her performance be completed in closed session.

EMPLOYMENT AGREEMENT
2007
VILLAGE TREASURER/FINANCE DIRECTOR
VILLAGE OF DEXTER

This is an employment agreement, made and entered into this _____ Day of December, 2006 by and between the Village of Dexter, State of Michigan, and Marie A. Sherry.

WHEREAS, It is the desire of the employer to employ Sherry as Finance Officer/Village Treasurer of the Village of Dexter, subject to the terms and conditions herein provided; and

WHEREAS, Sherry desires to accept employment as Finance Officer/Village Treasurer of the Village of Dexter subject to the terms and conditions herein provided;

NOW THEREFORE: inconsideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 DUTIES

Ms. Sherry agrees to provide service to the Village of Dexter in the manner and according to the duties and responsibilities prescribed for the Finance Officer/Village Treasurer by the Village Manager, the Village Charter, the Village Ordinances, and resolutions of the Village Council and by Law.

SECTION 2 TERM OF EMPLOYMENT

- A. Sherry agrees to remain in the employ of the Employer until her termination date. The term of employment under this agreement commenced December 17, 2001, which is the initial appointment of office of the Finance Officer/Treasurer and shall be for two years, and may be renewed.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Manager to terminate the services of Sherry according to the ordinance, which provides for the appointment of the village treasurer, hereto attached.
- C. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Sherry to resign at any time from her position with Employer, subject only to the provisions of Section 5 of this Agreement.

SECTION 3 SUSPENSION

Employer may suspend Sherry with pay and benefits at any time during the term of this agreement for any reason or no reason, with or without cause, and for any period of time, as deemed necessary by the Village Manager.

SECTION 4 TERMINATION AND SEVERANCE PAY

Sherry shall be compensated for all earned and unused vacation, holidays, pension and insurance benefits accrued up to the date of her employment. In the event Sherry is terminated for cause, Employer shall have no obligation to make the lump sum cash payment herein provided.

For the purpose of this provision "Cause" shall be construed to mean [1] commission of criminal offense, and/or [2] having been charged with any act involving moral turpitude, which the Council has reasonable grounds to believe is true, and/or [3] the willful and habitual failure to perform her duties and responsibilities in the manner prescribed by the Village Manager.

SECTION 5 RESIGNATION

In the event Sherry voluntarily resigns her position with Employer before expiration of this agreement, then Sherry shall give Employer thirty-30 days notice in advance, unless the parties agree otherwise.

SECTION 6 SALARY

Employer agrees to pay Sherry for her services, rendered pursuant hereto, an annual base salary of **\$59,725.00**, payable in installments at the same time as other management employees of the Employer are paid. This pay adjustment is effective December 17, 2006. **This represents a 3% merit increase and a one-time adjustment for MERS contribution of 2.5%.**

Annual adjustments in base salary shall be made based on an annual performance review of Sherry made on or about employee's anniversary date. The Finance Officer/Village Treasurer position is considered exempt from overtime or compensatory time.

SECTION 7 PERFORMANCE EVALUATION

The Manager will review goals and evaluate the performance of Sherry once a year. Said review and evaluation shall be in accordance with the criteria developed jointly by the Employer and Sherry, which may be added to or deleted from as the Manager sees fit. **Sherry requests that discussion of her performance review be completed in closed session.**

SECTION 8 FRINGE BENEFITS

Vacation Time - Sherry shall be credited with twenty [20] days vacation leave upon hire and thereafter annually on her employment anniversary date. Vacation time will be used during the following 12-month period. The practice of paying for vacation time, and carrying over vacation time will cease. The Village has adopted a strict use it or lose it policy.

Sick Time - Sherry shall receive **twelve [12] days sick leave each calendar year**. Sick leave may be accrued and carried forward equal to the number of sick days needed to cover a 3-month period of disability. Sherry may accumulate a maximum of 480 hours of sick leave. Sick leave benefits are available for periods of incapacity due to illness or injury while actively employed with the Village. Sick leave benefits will not be paid under any other circumstances.

Insurance Benefits - In the event Sherry elects not to participate in the hospitalization, surgical and comprehensive medical insurance coverage provided by the Employer, then in-lieu of said coverage the Employer will make a payment to Sherry in an amount equal to 60% of the total cost of coverage for a single person up to a maximum annual payment of \$3,000.00.

Except as otherwise provided in this Agreement, the Employer agrees to provide Sherry the same comprehensive health, dental, life (\$50,000) and long and short term disability insurance, under the same plans as apply to other Department Heads of the Employer. The Village will pay up to an additional \$100 per month, if Sherry selects improved benefits provided by Blue Cross/Blue Shield of Michigan Plan (Traditional Coverage).

Retirement – The Employer agrees to contribute 10%+ or - of Sherry's gross pay to the retirement program MERS. The maximum employee contribution will not exceed 4%.

SECTION 9 ARBITRATION

It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress and dispute, claim or controversy involving the interpretation of this Agreement or the terms, conditions or termination of Sherry's employment with the Employer. Any such dispute, claim or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement; he shall not change, add to, or subtract from any of its provisions. The Arbitrator shall have the power to compel attendance or witnesses at a hearing. The arbitration award shall be final and binding and shall be the sole remedy for any claimed breach of this Agreement. Judgment may be entered on the arbitrator's award in any court having jurisdiction, but neither party may otherwise resort to any court or administrative agency with respect to any dispute that is able to be arbitrated under this section except for claims that the arbitrator will be borne by the Employer and Sherry equally. This arbitration provision shall, with respect to any dispute, claim or controversy arising under or in connection with this Agreement, survive the termination or expiration of the Agreement.

SECTION 10 INDEMNIFICATION

Employer shall defend, save harmless, and indemnify Sherry against any tort, professional liability claim or demand or other legal action to the extent provided for under the Village's insurance policies with its carriers arising out of an alleged act or omission occurring within the scope of her employment and in the good faith performance of Sherry's duties as Finance Officer/Village Treasurer.

SECTION 11 BONDING

Employer shall bear the full cost of any fidelity or other bonds required of Sherry under any law or ordinance.

SECTION 12 OTHER TERMS AND CONDITIONS

The Manager, in consultation with Sherry, shall fix any such other terms and conditions of Sherry's employment, as it may determine from time to time provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village Charter or any law.

SECTION 13 REPRESENTATION OF EMPLOYER

Employer represents that it has the legal authority to enter into and be bound by the terms of this Agreement.

SECTION 14 SEVERABILITY

Should a court of jurisdiction hold any provision of this Agreement unlawful, all other provisions of the Agreement shall remain in force for the duration of the Agreement.

SECTION 15 NOTICES

Notices pursuant to this Agreement shall be given by personal delivery to the other party, or by certified mail through the United States Postal Service, postage prepaid, addressed as follows:

Village Manager
8140 Main St.
Dexter, MI 48130

Sherry's Address:
7801 Salem Road
Northville, MI 48167

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or deposit with the United States Postal Service.

SECTION 16 ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all previous discussions, negotiations, and agreements between the parties, whether written or oral, with respect to the subject matter hereof. This Agreement cannot be modified, altered, or amended except by written agreement, signed by both parties. Each of the parties has received an executed original of this Agreement.

SECTION 17 BINDING NATURE, NON-ASSIGNMENT

This agreement shall be binding upon and inure to the benefit of the parties hereto and Ms. Sherry's respective heirs, personal representatives and attorneys-in-fact. This Agreement is non-assignable.

IN WITNESS WHEREOF, The Village of Dexter has caused this Agreement to be signed and executed in its behalf by the Village Manager, the day and year first above written.

Marie A. Sherry

Date

Jim Seta, President

Date

Donna Dettling
Village Manager
Village of Dexter

Date



**Dexter-Main Street over Mill Creek
Bridge and Dam Removal Project
Structure No. 10992 (B01 of 81-14-22)
Washtenaw County, Michigan**

Project Meeting Summary

Meeting Date: December 7, 2006
Location: Washtenaw County Road Commission
Issue Date: December 15, 2006
Prepared By: Leo Davies, URS Corporation

The purpose of the meeting was to receive comments on the Alignment Study and the Bridge Type, Size and Location Plans submitted for the project and to discuss the status of outstanding project issues. See attached sheet for meeting attendees.

DAM REMOVAL:

Mike Donahue received a verbal response from the MDEQ on December 6, 2006 to the toxicity test results for the sediment samples. A written response is expected from MDEQ. MDEQ has determined that the sediment is "toxic" and that a sediment management plan will be required.

Several alternatives for the sediment management plan were discussed, including:

- 1. Using the sediment from the pilot channel excavation to build up the adjacent stream banks with no treatment. Phased removal of the dam would be utilized to minimize sediment transport.
- 2. Same as alternative 1 excepting that a clay cap would be placed over the sediment along the stream banks.
- 3. Disposal of the sediment in a landfill and importing "clean" material to build up the adjacent stream banks.

Costs for the first alternative are estimated at \$40,000 to \$50,000 for the channel work. The dam removal work itself is also approximately \$50,000. Including a contingency, the dam removal portion of the project with Alternative 1 is approximately \$108,000. MDOT Critical Bridge funds are available for removal of the dam in conjunction with removal of the existing bridge.



The costs for adding a clay cap for Alternative 2 are to be estimated by URS. Adding a clay cap to cover the contaminated sediments appears to be a viable alternative. However, the cost of the imported clay cap needs to be estimated before it is determined whether it can be proposed to MDEQ.

The cost for disposal of the sediment at a landfill (option 3) will depend on the amount of material dredged. The cost could exceed 1.5 Million based upon previous studies. While the exact costs aren't known, it was felt that this option will likely not be eligible for the MDOT Critical Bridge funds being used for the project. Other funding sources may be available, but they have not been identified and can't be counted on. Due to funding restraints, it is believed that if landfill disposal of the sediment is required this will result in the dam remaining in place.

For the dam removal portion of the project, URS is to proceed with the dam removal design based upon Options 1 and 2 outlined above. The MDEQ Permit Application required for the project will need to have detailed plans for both the dam removal and the sediment management. MDEQ will then make a determination on the proposed plan.

ROADWAY ALIGNMENT STUDY:

After discussion, it was determined that the Wide Bridge Alternative recommended in the report be continued forward into design. This alternative does not preclude any of the future roadway alternatives for replacing the railroad structure just west of the Mill Creek Bridge.

A concern was raised regarding the future railroad structure limiting sight distance on the approach to the future roundabout intersection. Being able to see the roundabout intersection in advance is highly desirable. This needs to be investigated to ensure that there is no "fatal flaw" in the design. Meeting Followup: URS reviewed sight distance to the roundabout intersection after the meeting. The alignment presented provides approximately twice the stopping sight distance required for a 35 mph design speed.

A variation of the wide bridge alternative would also have a longer bridge which would allow the dam to remain under the new Mill Creek bridge. Washtenaw County asked URS how long we can wait on a decision regarding the dam removal before there is insufficient time to complete the design of the bridge. The letting date for the bridge project must be met in order to obtain the funding. Mike Tarazi believes that delaying the design of the bridge for at least one more month awaiting a decision regarding the dam will not be a problem. MDOT will likely fund the removal of the dam as part of the bridge project. They also would likely allow a longer bridge if the dam is to remain. MDOT may be reluctant to funding a longer bridge that allows the dam to remain and also funding removal of the dam. Washtenaw County Road Commission and the Village of Dexter both prefer removal of the dam as part of the project.

A final decision on whether to proceed with a longer bridge design which allows the dam to remain will need to be made in approximately one month. Further discussion with MDEQ regarding the sediment management plan and the costs of sediment management will need to factor into this decision.



CAPACITY ANALYSIS

The capacity analysis provided by URS was briefly discussed. The analysis was only for existing traffic volumes, as future traffic volumes were not provided. URS is to submit an analysis of future operations based upon a 3% growth factor for the traffic volumes.

BRIDGE TYPE SIZE AND LOCATION PLAN:

The TS&L plans submitted with the Roadway Alignment Study was discussed. Several alternative bridge types were presented for consideration.

After discussion, the Side By Side Concrete Box Beam structure type was selected. This alternative will work with the longer bridge option that would be required if the dam were to remain, however, longer and deeper box beams and slightly higher costs may result if this is required.

One lane of traffic in each direction is to be maintained during bridge construction. Sidewalk closures on the bridge will be allowed during construction.

Regarding utilities, WCRC prefers that no utilities be attached to the new bridge.

FUNDING ISSUES:

Mr. Cousins pointed out that the funding programmed for the project appears to be adequate to cover cost of the ultimate improvements. He asked if it would be possible to construct the entire "ultimate" project now. Roy Townsend explained that when the project was programmed, it was not known whether the Mill Creek bridge could be constructed without also doing the railroad structure. Because it has now been determined that the Mill Creek Bridge can be constructed without also doing the railroad structure, MDOT will very likely not allow the construction of the entire project now with the Critical Bridge funds.

Even if funding were not an issue, the ultimate improvements outlined in the alignment study all require obtaining substantial additional right of way. Preparation of an Environmental Assessment/Environmental Impact Statement and Section 4(f) clearance for impacts to historic properties would also need to be obtained. Railroad agreements and railroad approval of the new railroad structure are items that would need to be completed. There is insufficient time for obtaining the approvals needed for the ultimate project and still have the Mill Creek Bridge replaced in 2008.

NEXT ACTIONS:

URS is to estimate the cost of on-site sediment management for the dam removal portion of the project using a clay layer.

URS is to proceed with the design of the dam removal and determine the quantity of sediment needed to be removed to construct a pilot channel. Details for the phased removal of the dam are to be developed.

URS is to get back to WCRC with the latest possible date for a decision on the dam removal which allows the design to be completed in time for early spring 2008 construction.



DISTRIBUTION

All Attendees
Mike Donahue, URS
Jan Hauser, URS

Project Name: Dexter-Main Street Bridge Replacement	Project Number: 12940224
Meeting Type: Review and status Meeting	Date: 12/07/2006
Meeting Location: Washtenaw County Road Commission	Time: 1:00 pm

Representative	Company	Phone	Fax	E-Mail
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12-7-06 @1:00

**DRAFT ALIGNMENT STUDY
Mill Creek Bridge Replacement Project
Village of Dexter**

Prepared For:

Washtenaw County Road Commission

And

Village of Dexter

Prepared By:

URS

DETROIT – FARMINGTON HILLS – GRAND RAPIDS – TRAVERSE CITY

November 27, 2006 ✓

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1. Introduction

The existing Dexter-Pinckney Road/Main Street bridge over Mill Creek was built in 1932, is in poor condition, and is now posted for 10 Tons. It must be replaced in order to avoid a total closure of the roadway and the significant inconvenience that would result from closure of the bridge. Funding has been obtained for the replacement of the bridge from the Michigan Critical Bridge Program.

The purpose of this study is to identify roadway and bridge alignments for the project that allow immediate replacement of the structure and are compatible with future improvements that will be needed in the area.

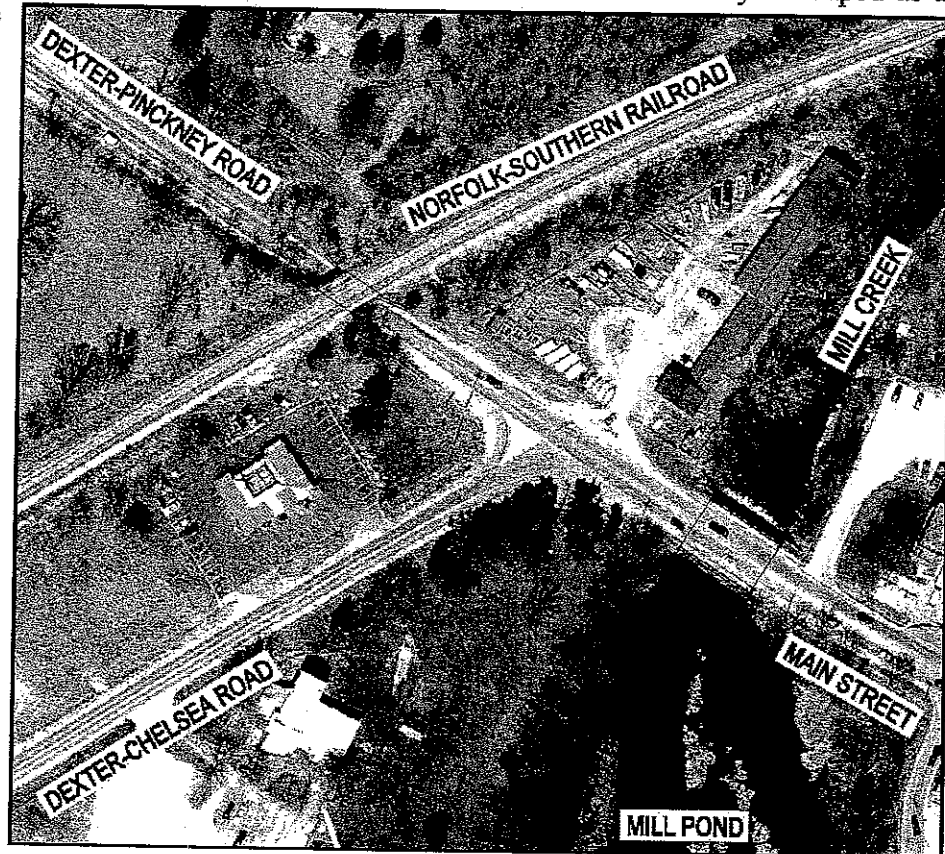
1.1. Existing Conditions

There is an existing dam connected to the upstream side of the existing bridge abutments. Removal of the dam as part of the bridge project is planned. However, in the event that the dam removal does not proceed due to permitting issues or a high cost for the sediment management plan, an alternative for replacement of the Mill Creek Bridge which allows the dam to remain is also included.

Northwest of the existing structure is an existing one track railroad structure with Norfolk Southern Railroad crossing over Dexter Pinckney Road/Main Street. This stone arch structure is likely eligible for the National Register of Historic Places. It has insufficient horizontal and vertical clearances. The horizontal clearance, in particular, is a concern. The roadway is striped as a single lane under the structure and motorists must "take turns" using the lane, particularly if one of the vehicles is a truck or bus. The vertical clearance is posted at 11'-10".

The Existing Dexter-Chelsea Road/ Dexter-Pinckney-Main intersection is located just west of the Mill Creek Bridge. Improvements to this intersection are also desired as part of the project.

The property northwest of the railroad bridge is associated



with the James Litchfield House, which is on the Nation Register of Historic Places. Future projects involving a future railroad underpass would impact the property, but not the house.

1.2. Future Improvements

The County and Village plan to construct a new structure carrying Norfolk-Southern Railroad west of the existing railroad structure, but funding is not available at this time. Given the historic nature of the existing structure and the need to maintain traffic during future construction of the railroad structure, the new structure is planned south of the existing arch structure. The new location for the railroad structure will require the re-alignment of Dexter-Pinckney Road. Because the Mill Creek bridge is only about 400' away from the railroad bridge, re-aligning Dexter-Pinckney Road for the railroad bridge impacts the Mill Creek bridge. This study explores the best options for meeting current and future needs.



Location of future railroad bridge between A&W and existing bridge

The Village plans to develop a network of paths within the project area, including a nonmotorized path under the existing stone arch railroad bridge, and a boardwalk under the proposed Mill Creek bridge connecting existing and proposed park areas along Mill Creek. A portion of the boardwalk under Mill Creek is included in the current project. Other paths will be developed as part of future projects.

The existing Dexter-Chelsea Road/Dexter-Pinckney Road intersection located between the Mill Creek and railroad bridges is a skewed three-leg intersection. Traffic turning right from Dexter-Chelsea currently yields to traffic on Dexter-Pinckney. There are no dedicated turn lanes. This study examines possible improvements to this intersection, including improving the skew, the addition of turn lanes, stop signs, and/or a future modern roundabout.

1.3. Alternatives Studied

The study examined three alternatives – a wide bridge, a bridge slightly offset from existing, and a bridge built on the existing alignment. The Recommended Alternative is the wide bridge,

which can maintain two-way traffic during construction, accommodates the existing alignment, and leaves multiple options available for the future railroad bridge project.

For each alternative, a WB-50 truck was used as the design vehicle for the roadways. A 35 mph Design Speed was used for each layout, however, for the roundabout alternatives a lower design speed on the approaches to the roundabout is desirable and provided. For each alternative, the following information is provided:

- Conceptual layout drawing for the proposed improvements
- Conceptual layout for future improvements possible with the proposed improvements
- Description of the alternative providing the relative advantages and disadvantages
- Right of Way requirements
- Cost Estimate

2. The Recommended Alternative - Wide Bridge

\$ 1,376,000

2.1. Proposed Improvements

\$ 1.3m

The proposed Wide Bridge Alternative involves the construction of a bridge over Mill Creek that is wider than the existing structure (see **Figure 2.1**). The wider bridge design preserves design options for the future while maintaining the existing configuration for now. The wider bridge also allows for two lanes of traffic during the entire construction period and pedestrian access during part of the construction period (see **Figure 2.2**).

The Wide Bridge Alternative requires the removal of the Mill Creek Dam, since it is widened to the south over the current location of the dam. It is possible to construct the bridge over the dam, but future maintenance and removal on the dam would be very difficult with the new structure above the dam.

A capacity analysis was completed for the three-leg intersection using HCS+ software. The three-leg intersection option has sufficient capacity for existing morning and afternoon peak-hour volumes. Future volumes were not available for analysis. A traffic signal may be warranted at this intersection. Further study will be needed to determine the need for a signal.

This alternative provides for improvements to the Dexter-Pinckney/Dexter-Chelsea Intersection. The bridge over Mill Creek is striped as three lanes. Dexter-Chelsea Road is curved slightly to the north to reduce the skew angle. Dedicated left turn lanes are provided for both left turn movements, and the existing yield condition for Dexter-Chelsea Road is changed to a stop condition. Proposed cross sections are shown on **Figure 2.3**. The profiles of Dexter-Pinkney Road and Dexter-Chelsea Road will remain very similar to the existing profiles.

This alternative does not require right-of way for the current project, although future projects related to the railroad bridge will require right-of-way.

The Wide Bridge Alternative is estimated to cost about \$1.38 million.

2.2. Future Improvements

The additional width on the bridge allows for the future relocation of Dexter-Pinckney and future improvements at the Dexter-Chelsea/Dexter-Pinckney Intersection when the new railroad structure is added southwest of its' current location. This alternative allows the construction of either a standard three-leg intersection or a roundabout intersection.

A new railroad structure is proposed to provide for two lanes of traffic on Dexter-Pinckney Road under the existing Norfolk-Southern railroad tracks. The existing bridge only provides for one lane of traffic and cannot be replaced due to its historic designation. The future railroad bridge will need to be relocated as close as possible to the existing historic railroad structure without interfering with it. To accomplish this, the construction of the proposed bridge abutment adjacent to the existing bridge will require braced sheet piling walls designed to AREMA standards and placed outside the influence of the existing railroad bridge. This will allow the proposed

bridge to be located approximately 80' south of the existing bridge and reduce right of way impacts (Figure 2.4).

2.2.1. Future Three-Leg Intersection

The three-leg intersection option would be similar to the intersection proposed for the current project. Dexter-Pinckney Road would be realigned to pass through the future railroad bridge, and Dexter-Chelsea Road would be curved slightly to the north to reduce the skew angle of the intersection as shown in Figure 2.5.

This option is designed for a 35 mph design speed on Dexter-Pinckney, which requires a curve with superelevation between the Mill Creek bridge and the future railroad bridge. The conservative design shown has a 960' radius and a 4.2% superelevation, which allows the superelevation transition to occur immediately northwest of the Mill Creek bridge, and not on it. This increases the horizontal skew of Dexter-Pinckney under the future railroad bridge, and results in a greater skew for that bridge. This also results in a greater right-of-way impact to the James Litchfield property. The future design may be fine-tuned to increase the radius of the curve and thus decrease the superelevation and the skew of the railroad bridge. Future cross sections are shown on Figure 2.6.

The capacity of the future three-leg intersection is similar to that of the existing three-leg intersection.

The construction of the railroad bridge and related reconstruction of the intersection will require significant earthwork. The future Dexter-Pinckney Road will dip down under the railroad, much like existing. Because the proposed intersection is moved northwest from the existing intersection, Dexter-Chelsea Road will move down to meet Dexter-Pinckney sooner than it currently does. Future profiles for both roadways are shown on Figures 2.7 and 2.8.

The three leg intersection would require right-of-way purchases from A&W, the American Legion, and the James Litchfield property. Right-of-way impacts to the A&W property will likely require the acquisition of the whole parcel. The right-of-way shown on Figure 2.5 assumes the construction of side slopes and not retaining walls. The sections of road that will be lower than existing grade are shown with curb and gutter to lessen right-of-way needs. Right-of-way needs could be lessened further with the addition of retaining walls, but construction costs would increase. Right-of-way acquisition as shown is estimated to cost about \$0.59 million.

The future Three Leg option is estimated to cost about \$3.72 million, in addition to the cost for the Wide Bridge Alternative.

\$1,376,000

2.2.2. Future Roundabout Intersection

The roundabout intersection option would replace the three-leg intersection proposed for the current project as shown in Figure 2.9.

In a standard roundabout, all traffic is forced to slow to 15-20 mph to pass through the roundabout. Because of this, the approaches immediately before and after the roundabout do not need to meet the through design speed of 35 mph. The horizontal skew of Dexter-Pinckney under the future railroad bridge can be lessened, which results in a lesser skew for the bridge. This also results in a lesser right-of-way impact to the James Litchfield property. Future cross sections are similar to the Three-Leg Intersection and are shown on **Figure 2.6**.

A capacity analysis was completed for the roundabout intersection using RODEL software. The roundabout intersection option has sufficient capacity for existing morning and afternoon peak-hour volumes. Future volumes were not available for analysis.

The construction of the railroad bridge and related reconstruction of the intersection will require significant earthwork. The future Dexter-Pinckney Road will dip down under the railroad, much like existing. Because the proposed intersection is moved northwest from existing, Dexter-Chelsea Road will move down to meet Dexter-Pinckney sooner than it currently does. The future profile for Dexter-Pinckney is similar to the Three-Leg Intersection profile shown on **Figure 2.7**. The future profile for Dexter-Chelsea is a little different and is shown on **Figure 2.10**.

The roundabout intersection would require right-of-way purchases from A&W, the American Legion, and the James Litchfield property. Right-of-way impacts to the A&W property will likely require the acquisition of the whole parcel. The right-of-way shown on **Figure 2.9** assumes the construction of side slopes and not retaining walls. The sections of road that will be lower than existing grade are shown with curb and gutter to lessen right-of-way needs. Right-of-way needs could be lessened further with the addition of retaining walls, but construction costs would increase. Right-of-way acquisition as shown is estimated to cost about \$0.27 million.

The future Roundabout option is estimated to cost about \$3.35 million, in addition to the cost for the Wide Bridge Alternative.

\$ 1,376,000

\$ 4,717,000

4. Conclusion

The Recommended Alternative is the Wide Bridge Alternative.

The proposed Wide Bridge Alternative preserves design options for the future while maintaining the existing configuration for now. The wider bridge allows for two lanes of traffic during the entire construction period and pedestrian access during part of the construction period. This alternative includes improvements to the Dexter-Pinckney/Dexter-Chelsea Intersection.

The additional width on the bridge allows for the future relocation of Dexter-Pinckney and future improvements at the Dexter-Chelsea/Dexter-Pinckney Intersection when the new railroad structure is added south of its' current location. This alternative allows the construction of either a standard three-leg intersection or a roundabout intersection in the future.

Appendix A – Cost Estimates

Mill Creek Bridge Alignment Study Wide Bridge Alternative

Road Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Pavement Removal	2,680	sq yds	x	\$	5 /sq yds	=	\$ 14,000
Storm Sewer & Culvert Removal	160	ft	x	\$	25 /ft	=	\$ 4,000
Earthwork	1,800	cu yds	x	\$	6 /cu yds	=	\$ 11,000
Pavement & Subgrade	2,690	sq yds	x	\$	25 /sq yds	=	\$ 68,000
Curb & Gutter	550	ft	x	\$	12 /ft	=	\$ 7,000
Sidewalk	-	sq ft	x	\$	3 /sq ft	=	\$ -
Storm Sewer & Culverts	550	ft	x	\$	45 /ft	=	\$ 25,000
Signing & Pavement Markings	1	LS	x	\$	15,000 /LS	=	\$ 15,000
Maintenance of Traffic	1	LS	x	\$	15,000 /LS	=	\$ 15,000
Contingencies		15%		\$	24,000		\$ 24,000
Mobilization		5%		\$	9,000		\$ 9,000
Total Road Items:							\$ 192,000

Mill Creek Bridge Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Bridge Removal	4,050	sq ft	x	\$	29 /sq ft	=	\$ 120,000
Maintaining Traffic	1	LS	x	\$	40,000 /LS	=	\$ 40,000
New Structure	5,033	sq ft	x	\$	135 /sq ft	=	\$ 678,000
Boardwalk	1,280	sq ft	x	\$	40 /sq ft	=	\$ 52,000
Contingencies		15%		\$	134,000		\$ 134,000
Mobilization		5%		\$	51,000		\$ 51,000
Total Bridge Items:							\$ 1,075,000

Dam Removal Items (sediment to remain with no mitigation)

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Dam Removal	1	LS	x	\$	40,000 /LS	=	\$ 40,000
Channel Restoration	1	LS	x	\$	50,000 /LS	=	\$ 50,000
Contingencies		15%		\$	14,000		\$ 14,000
Mobilization		5%		\$	5,000		\$ 5,000
Total Dam Removal Items:							\$ 109,000

TOTAL CONSTRUCTION ESTIMATE =

\$ 1,376,000

Right-of Way

Total Right-of-Way:

None

TOTAL ESTIMATED COST =

\$ 1,376,000

"Pavement & Subgrade" includes HMA pavement, aggregate base, and subbase
Estimate does not include engineering services.
Provided by URS Corporation

Mill Creek Bridge Alignment Study
Wide Bridge - Future Three Leg Intersection Alternative

Road Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Pavement Removal	7,130	sq yds	x	\$	5 /sq yds	=	\$ 36,000
Storm Sewer & Culvert Removal	550	ft	x	\$	25 /ft	=	\$ 14,000
Earthwork	79,950	cu yds	x	\$	6 /cu yds	=	\$ 480,000
Pavement & Subgrade	7,440	sq yds	x	\$	25 /sq yds	=	\$ 186,000
Curb & Gutter	3,440	ft	x	\$	12 /ft	=	\$ 42,000
Sidewalks & Paths	16,200	sq ft	x	\$	3 /sq ft	=	\$ 41,000
Storm Sewer & Culverts	3,440	ft	x	\$	45 /ft	=	\$ 155,000
Signing & Pavement Markings	1	LS	x	\$	15,000 /LS	=	\$ 15,000
Maintenance of Traffic	1	LS	x	\$	15,000 /LS	=	\$ 15,000
Contingencies		15%		\$	148,000		\$ 148,000
Mobilization		5%		\$	57,000		\$ 57,000
Total Road Items:							\$ 1,189,000

Railroad Bridge Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
New Railroad Structure	1,728	sq ft	x	\$	370 /sq ft	=	\$ 640,000
Railroad Flagging	1	LS	x	\$	125,000 /LS	=	\$ 125,000
Railroad Temporary Detour	1	LS	x	\$	600,000 /LS	=	\$ 600,000
Walls	2,400	sq ft	x	\$	100 /sq ft	=	\$ 240,000
Contingencies		15%		\$	241,000		\$ 241,000
Mobilization		5%		\$	92,000		\$ 92,000
Total Bridge Items:							\$ 1,938,000

TOTAL CONSTRUCTION ESTIMATE = **\$ 3,127,000**

Right-of Way

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
A&W	16,800	sq ft	x	\$	6 /sq ft	=	\$ 101,000
American Legion	1,600	sq ft	x	\$	6 /sq ft	=	\$ 10,000
James Litchfield Property	79,400	sq ft	x	\$	6 /sq ft	=	\$ 477,000
Total Right-of-Way:							\$ 588,000

TOTAL ESTIMATED COST = **\$ 3,715,000**

"Pavement & Subgrade" includes HMA pavement, aggregate base, and subbase
 Estimate does not include engineering services.
 Provided by URS Corporation

**Mill Creek Bridge Alignment Study
Wide Bridge - Future Roundabout Alternative**

Road Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Pavement Removal	6,070	sq yds	x	\$	5 /sq yds	=	\$ 31,000
Storm Sewer & Culvert Removal	550	ft	x	\$	25 /ft	=	\$ 14,000
Earthwork	75,620	cu yds	x	\$	6 /cu yds	=	\$ 454,000
Pavement & Subgrade	6,570	sq yds	x	\$	25 /sq yds	=	\$ 165,000
Curb & Gutter	3,520	ft	x	\$	12 /ft	=	\$ 43,000
Sidewalks & Paths	13,200	sq ft	x	\$	3 /sq ft	=	\$ 33,000
Storm Sewer & Culverts	3,520	ft	x	\$	45 /ft	=	\$ 159,000
Signing & Pavement Markings	1	LS	x	\$	25,000 /LS	=	\$ 25,000
Maintenance of Traffic	1	LS	x	\$	15,000 /LS	=	\$ 15,000
Contingencies		15%		\$	141,000		\$ 141,000
Mobilization		5%		\$	54,000		\$ 54,000
Total Road Items:							\$ 1,130,000

Railroad Bridge Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
New Railroad Structure	1,728	sq ft	x	\$	370 /sq ft	=	\$ 640,000
Railroad Flagging	1	LS	x	\$	125,000 /LS	=	\$ 125,000
Railroad Temporary Detour	1	LS	x	\$	600,000 /LS	=	\$ 600,000
Walls	2,400	sq ft	x	\$	100 /sq ft	=	\$ 240,000
Contingencies		15%		\$	241,000		\$ 241,000
Mobilization		5%		\$	92,000		\$ 92,000
Total Bridge Items:							\$ 1,938,000

TOTAL CONSTRUCTION ESTIMATE =

\$ 3,072,000

Right-of Way

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
A&W	13,500	sq ft	x	\$	6 /sq ft	=	\$ 81,000
American Legion	3,700	sq ft	x	\$	6 /sq ft	=	\$ 23,000
James Litchfield Property	27,400	sq ft	x	\$	6 /sq ft	=	\$ 165,000
Total Right-of-Way:							\$ 269,000

TOTAL ESTIMATED COST =

\$ 3,341,000

"Pavement & Subgrade" includes HMA pavement, aggregate base, and subbase
Estimate does not include engineering services.
Provided by URS Corporation

Bridge 1,376,000

\$ 4,717,000

**Mill Creek Bridge Alignment Study
Offset Bridge Alternative**

Road Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Pavement Removal	4,100	sq yds	x	\$	5 /sq yds	=	\$ 21,000
Storm Sewer & Culvert Removal	160	ft	x	\$	25 /ft	=	\$ 4,000
Earthwork	23,530	cu yds	x	\$	6 /cu yds	=	\$ 142,000
Pavement & Subgrade	4,530	sq yds	x	\$	25 /sq yds	=	\$ 114,000
Curb & Gutter	2,440	ft	x	\$	12 /ft	=	\$ 30,000
Sidewalk	-	sq ft	x	\$	3 /sq ft	=	\$ -
Storm Sewer & Culverts	2,440	ft	x	\$	45 /ft	=	\$ 110,000
Signing & Pavement Markings	1	LS	x	\$	25,000 /LS	=	\$ 25,000
Maintenance of Traffic	1	LS	x	\$	15,000 /LS	=	\$ 15,000
Contingencies		15%		\$	69,000		\$ 69,000
Mobilization		5%		\$	27,000		\$ 27,000
Total Road Items:							\$ 557,000

Mill Creek Bridge Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Bridge Removal	4,050	sq ft	x	\$	29 /sq ft	=	\$ 120,000
Maintaining Traffic	1	LS	x	\$	40,000 /LS	=	\$ 40,000
New Structure	4,870	sq ft	x	\$	135 /sq ft	=	\$ 657,000
Boardwalk	1,280	sq ft	x	\$	40 /sq ft	=	\$ 52,000
Contingencies		15%		\$	130,000		\$ 130,000
Mobilization		5%		\$	50,000		\$ 50,000
Total Bridge Items:							\$ 1,049,000

Dam Removal Items (sediment to remain with no mitigation)

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Dam Removal	1	LS	x	\$	40,000 /LS	=	\$ 40,000
Channel Restoration	1	LS	x	\$	50,000 /LS	=	\$ 50,000
Contingencies		15%		\$	14,000		\$ 14,000
Mobilization		5%		\$	5,000		\$ 5,000
Total Dam Removal Items:							\$ 109,000

TOTAL CONSTRUCTION ESTIMATE =

\$ 1,715,000

Right-of Way

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
A&W	7,300	sq ft	x	\$	6 /sq ft	=	\$ 44,000
American Legion	3,700	sq ft	x	\$	6 /sq ft	=	\$ 23,000
Total Right-of-Way:							\$ 67,000

TOTAL ESTIMATED COST =

\$ 1,782,000

"Pavement & Subgrade" includes HMA pavement, aggregate base, and subbase
Provided by URS Corporation

**Mill Creek Bridge Alignment Study
Offset Bridge - Future**

Road Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Pavement Removal	2,800	sq yds	x	\$	5 /sq yds	=	\$ 14,000
Storm Sewer & Culvert Removal	340	ft	x	\$	25 /ft	=	\$ 9,000
Earthwork	45,130	cu yds	x	\$	6 /cu yds	=	\$ 271,000
Pavement & Subgrade	2,790	sq yds	x	\$	25 /sq yds	=	\$ 70,000
Curb & Gutter	1,550	ft	x	\$	12 /ft	=	\$ 19,000
Sidewalks & Paths	13,200	sq ft	x	\$	3 /sq ft	=	\$ 33,000
Storm Sewer & Culverts	1,550	ft	x	\$	45 /ft	=	\$ 70,000
Signing & Pavement Markings	1	LS	x	\$	5,000 /LS	=	\$ 5,000
Maintenance of Traffic	1	LS	x	\$	15,000 /LS	=	\$ 15,000
Contingencies		15%		\$	76,000		\$ 76,000
Mobilization		5%		\$	29,000		\$ 29,000
Total Road Items:							\$ 611,000

Railroad Bridge Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
New Railroad Structure	1,728	sq ft	x	\$	370 /sq ft	=	\$ 640,000
Railroad Flagging	1	LS	x	\$	125,000 /LS	=	\$ 125,000
Railroad Temporary Detour	1	LS	x	\$	600,000 /LS	=	\$ 600,000
Walls	2,400	sq ft	x	\$	100 /sq ft	=	\$ 240,000
Contingencies		15%		\$	241,000		\$ 241,000
Mobilization		5%		\$	92,000		\$ 92,000
Total Bridge Items:							\$ 1,938,000

TOTAL CONSTRUCTION ESTIMATE =

\$ 2,549,000

Right-of Way

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
A&W	6,200	sq ft	x	\$	6 /sq ft	=	\$ 38,000
James Litchfield Property	27,400	sq ft	x	\$	6 /sq ft	=	\$ 165,000
Total Right-of-Way:							\$ 203,000

TOTAL ESTIMATED COST =

\$ 2,752,000

"Pavement & Subgrade" includes HMA pavement, aggregate base, and subbase
Estimate does not include engineering services.
Provided by URS Corporation

**Mill Creek Bridge Alignment Study
Bridge in Existing Location Alternative**

Road Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Pavement Removal	2,620	sq yds	x	\$	5 /sq yds	=	\$ 14,000
Storm Sewer & Culvert Removal	160	ft	x	\$	25 /ft	=	\$ 4,000
Earthwork	1,730	cu yds	x	\$	6 /cu yds	=	\$ 11,000
Pavement & Subgrade	2,580	sq yds	x	\$	25 /sq yds	=	\$ 65,000
Curb & Gutter	530	ft	x	\$	12 /ft	=	\$ 7,000
Sidewalk	-	sq ft	x	\$	3 /sq ft	=	\$ -
Storm Sewer & Culverts	530	ft	x	\$	45 /ft	=	\$ 24,000
Signing & Pavement Markings	1	LS	x	\$	15,000 /LS	=	\$ 15,000
Maintenance of Traffic	1	LS	x	\$	30,000 /LS	=	\$ 30,000
Contingencies		15%		\$	26,000		\$ 26,000
Mobilization		5%		\$	10,000		\$ 10,000
Total Road Items:							\$ 206,000

Mill Creek Bridge Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Bridge Removal	4,050	sq ft	x	\$	29 /sq ft	=	\$ 120,000
Maintaining Traffic	1	LS	x	\$	45,000 /LS	=	\$ 45,000
New Structure	5,300	sq ft	x	\$	135 /sq ft	=	\$ 714,000
Boardwalk	1,280	sq ft	x	\$	40 /sq ft	=	\$ 52,000
Contingencies		15%		\$	140,000		\$ 140,000
Mobilization		5%		\$	54,000		\$ 54,000
Total Bridge Items:							\$ 1,125,000

Dam Removal Items (sediment to remain with no mitigation)

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Dam Removal	1	LS	x	\$	40,000 /LS	=	\$ 40,000
Channel Restoration	1	LS	x	\$	50,000 /LS	=	\$ 50,000
Contingencies		15%		\$	14,000		\$ 14,000
Mobilization		5%		\$	5,000		\$ 5,000
Total Dam Removal Items:							\$ 109,000

TOTAL CONSTRUCTION ESTIMATE =

\$ 1,440,000

Right-of Way

Total Right-of-Way:

None

TOTAL ESTIMATED COST =

\$ 1,440,000

"Pavement & Subgrade" includes HMA pavement, aggregate base, and subbase
Estimate does not include engineering services.
Provided by URS Corporation

Mill Creek Bridge Alignment Study
Bridge in Existing Location Alternative - Future

Road Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
Pavement Removal	6,030	sq yds	x	\$	5 /sq yds	=	\$ 31,000
Storm Sewer & Culvert Removal	530	ft	x	\$	25 /ft	=	\$ 14,000
Earthwork	77,620	cu yds	x	\$	6 /cu yds	=	\$ 466,000
Pavement & Subgrade	6,540	sq yds	x	\$	25 /sq yds	=	\$ 164,000
Curb & Gutter	3,650	ft	x	\$	12 /ft	=	\$ 44,000
Sidewalks & Paths	12,000	sq ft	x	\$	3 /sq ft	=	\$ 30,000
Storm Sewer & Culverts	3,650	ft	x	\$	45 /ft	=	\$ 165,000
Signing & Pavement Markings	1	LS	x	\$	25,000 /LS	=	\$ 25,000
Maintenance of Traffic	1	LS	x	\$	15,000 /LS	=	\$ 15,000
Contingencies		15%		\$	143,000		\$ 143,000
Mobilization		5%		\$	55,000		\$ 55,000
Total Road Items:							\$ 1,152,000

Railroad Bridge Items

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
New Railroad Structure	1,728	sq ft	x	\$	370 /sq ft	=	\$ 640,000
Railroad Flagging	1	LS	x	\$	125,000 /LS	=	\$ 125,000
Railroad Temporary Detour Walls	1	LS	x	\$	600,000 /LS	=	\$ 600,000
Contingencies	2,400	sq ft	x	\$	100 /sq ft	=	\$ 240,000
		15%		\$	241,000		\$ 241,000
Mobilization		5%		\$	92,000		\$ 92,000
Total Bridge Items:							\$ 1,938,000

TOTAL CONSTRUCTION ESTIMATE =

\$ 3,090,000

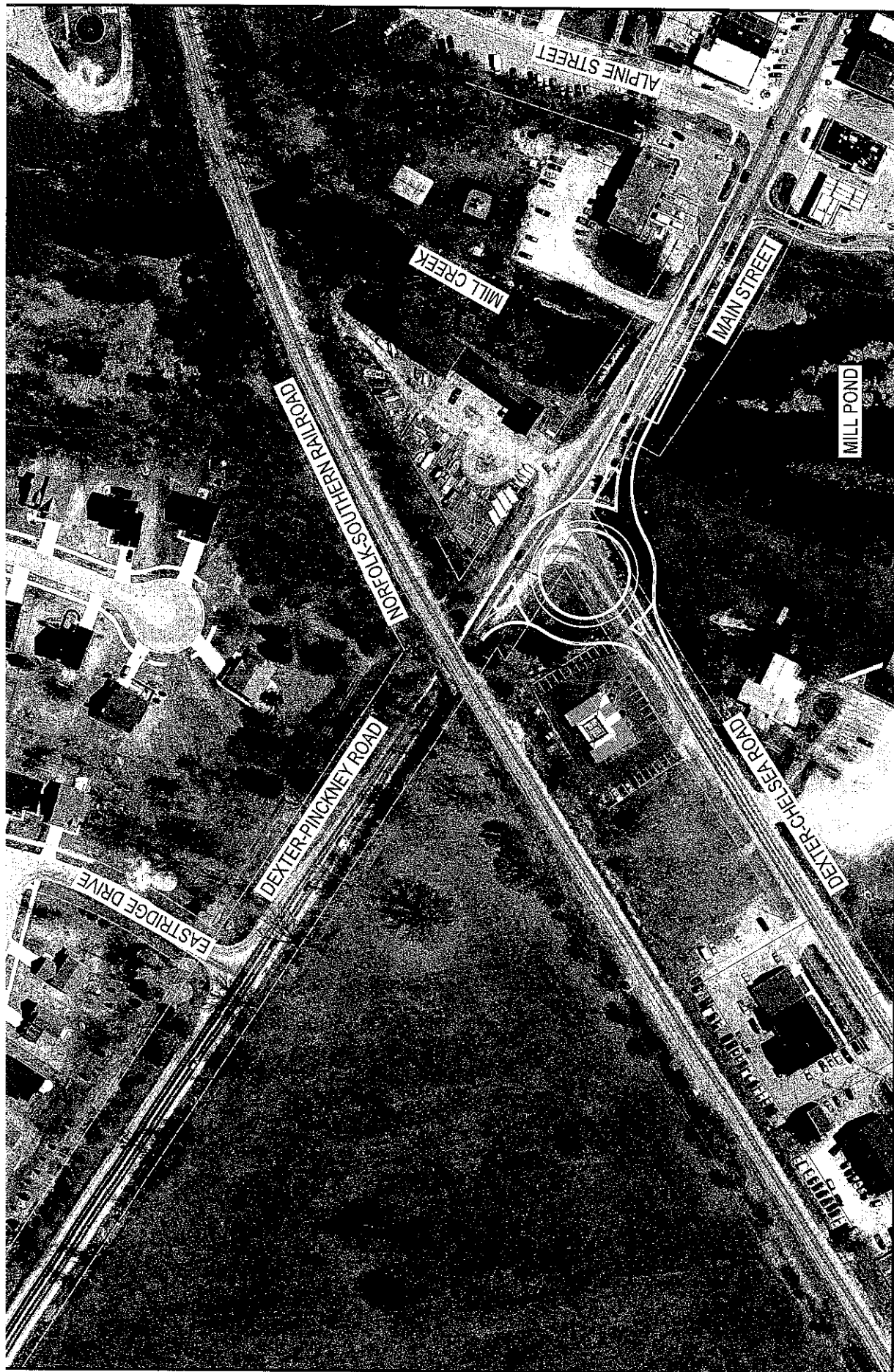
Right-of Way

<u>Item</u>	<u>Quantity</u>	<u>Units</u>		<u>Cost</u>	<u>per Unit</u>		<u>Item Cost</u>
A&W	13,500	sq ft	x	\$	6 /sq ft	=	\$ 81,000
American Legion	3,700	sq ft	x	\$	6 /sq ft	=	\$ 23,000
James Litchfield Property	27,400	sq ft	x	\$	6 /sq ft	=	\$ 165,000
Total Right-of-Way:							\$ 28,000

TOTAL ESTIMATED COST =

\$ 3,359,000

"Pavement & Subgrade" includes HMA pavement, aggregate base, and subbase
 Estimate does not include engineering services.
 Provided by URS Corporation



**1"=100'**

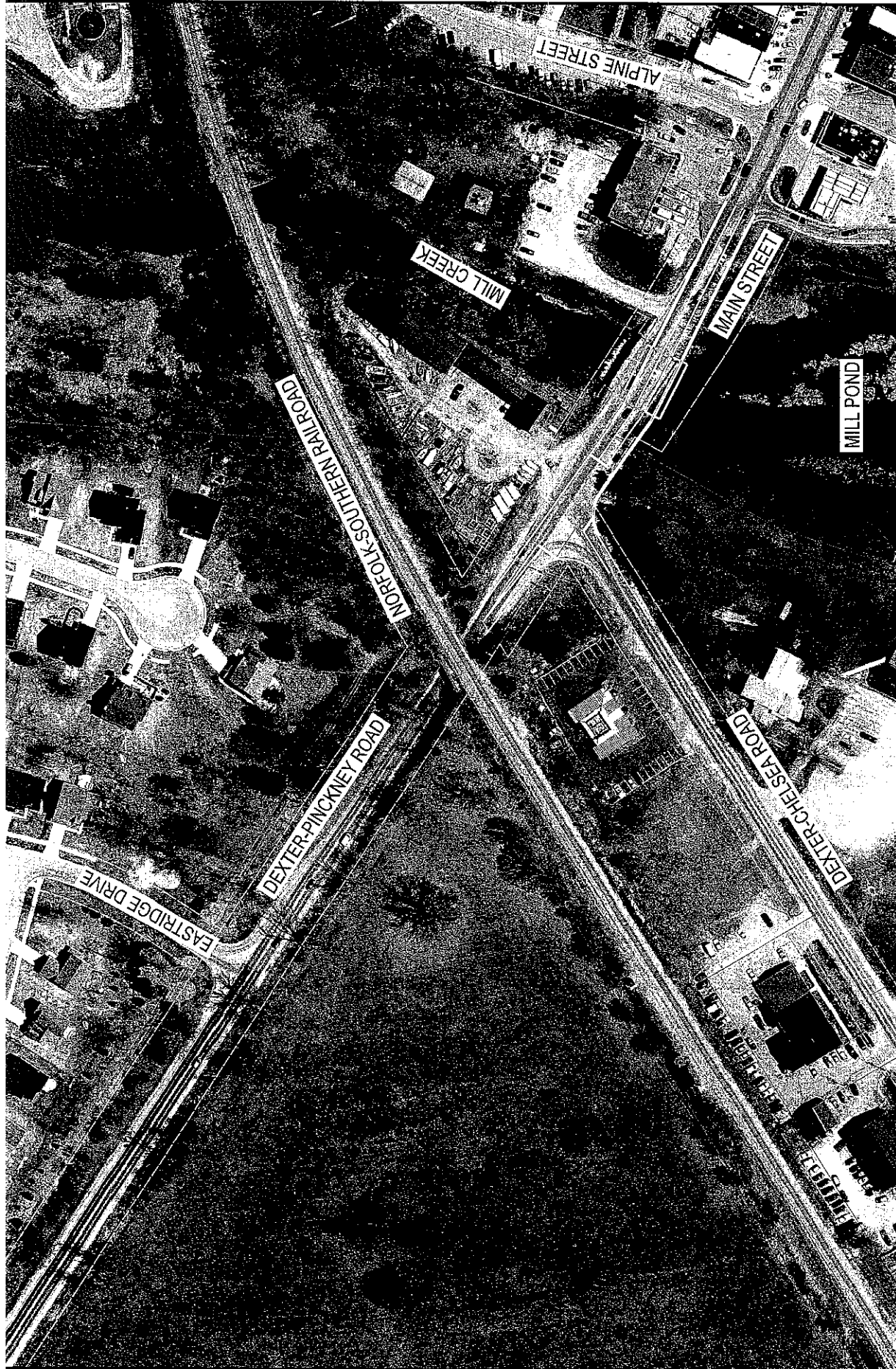
PROPOSED SIDEWALK
PROPOSED NEW BRIDGE
EXISTING ROW
PROPOSED ROW
PROPOSED ROADWAY

URS
Surface Transportation
Grand Rapids • Farmington Hills •
Troy • Westland

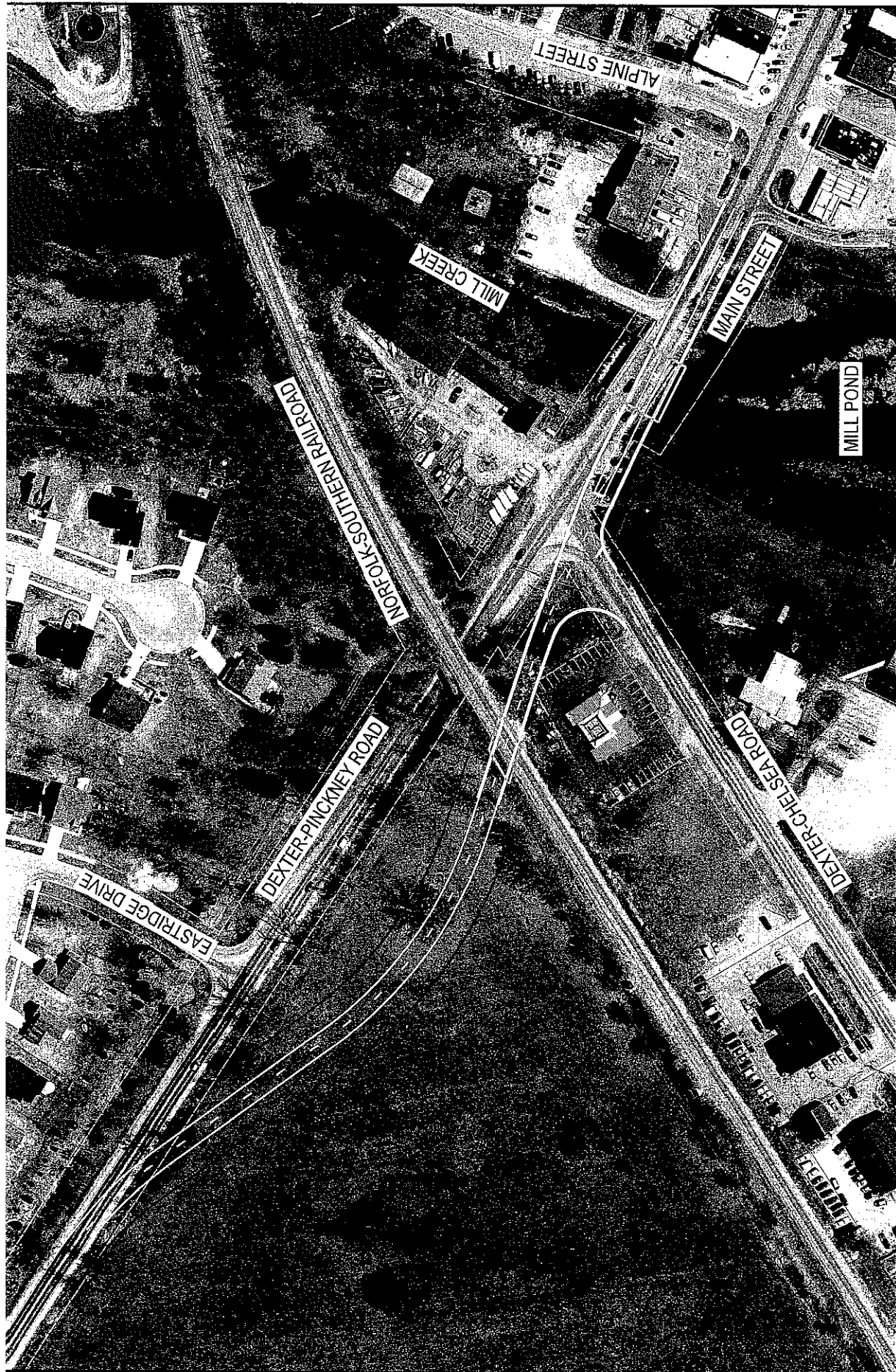
Washtenaw County
County Road
Design

ALIGNMENT STUDY

CONSTRUCT BRIDGE OFFSET FROM EXISTING - INTERIM 1



 1"=100'		PROPOSED SIDEWALK PROPOSED NEW BRIDGE EXISTING ROW PROPOSED ROW PROPOSED ROADWAY	 URS Surface Transportation United Kingdom, Australia, India, Taiwan, etc.	COUNTY OF Washington COMMISSION	ALIGNMENT STUDY CONSTRUCT BRIDGE OFFSET FROM EXISTING - INTERIM 2
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 1"=100'	PROPOSED SIDEWALK PROPOSED NEW BRIDGE EXISTING ROW PROPOSED ROW PROPOSED ROADWAY	 URS Surface Transportation Group United States, Foreign & International Washington, D.C.	 Washnetaw County COUNTY ROAD COMMISSION	ALIGNMENT STUDY
	CONSTRUCT WIDE BRIDGE - FUTURE THREE-WAY			

DATE: 10/20/2010 10:40 AM

